

TERMS AND CONDITIONS

1. Applicability.

(a) These terms and conditions (these “**Terms**”) govern the provision of (i) metal roofing, siding, gutters, downspouts, and snow bars, and related construction services, including fabrication, installation, repair, and other labor (the “**Services**”) and (ii) materials, components, and other items supplied in connection with the Services (the “**Materials**”) by Preferred Panels LLC, a Wisconsin limited liability company (“**Preferred Panels**”) to the customer (the “**Customer**”) identified in the applicable proposal, estimate, change order, invoice, or other written confirmation to which these Terms are attached or referenced (the “**Proposal**”, and together with these Terms, the “**Agreement**”).

(b) The Agreement is the parties’ entire agreement regarding the Services and Materials described in the Proposal and supersedes all prior or contemporaneous understandings or communications, whether written or oral. If Customer provides purchase orders or other forms, those forms will be treated as issued for Customer’s convenience only and will not change this Agreement unless Preferred Panels expressly agrees in a writing signed by Preferred Panels.

(c) Construction work may require reasonable adjustments based on site conditions, safety requirements, availability of Materials, manufacturer installation requirements, or other factors outside Preferred Panels’ control. Preferred Panels may make reasonable changes to means and methods and sequencing that do not materially change the scope described in the Proposal. Any material change in scope, price, or schedule will be addressed through a written change order or other written confirmation (including email) before the changed work is performed, when practicable.

2. Performance; Scheduling and Site Readiness.

(a) Preferred Panels will use reasonable efforts to perform the Services within the estimated timeframes stated in the Proposal; however, stated start dates and completion dates are good faith estimates and are subject to weather, site conditions, concealed conditions, manufacturer lead times, and other events beyond Preferred Panels’ reasonable control.

(b) Customer shall ensure the building, roof, and surrounding area (“**Project Site**”) is reasonably ready for the Services as scheduled, including safe roof and siding access, staging space, and removal or protection of items as reasonably requested by Preferred Panels. Customer represents that it is the owner of the Project Site or is otherwise authorized to permit entry, and Customer grants Preferred Panels and its subcontractors and suppliers the right to enter the Project Site at reasonable times to perform the Services and related work.

(c) Customer represents that all persons signing the Proposal or approving change orders on Customer’s behalf have authority to do so. Preferred Panels may rely on information provided by Customer or others at the Project Site (including measurements, drawings, site conditions, and the location of utilities/lines/obstructions) and is not responsible for errors or delays arising from inaccurate or incomplete information not caused by Preferred Panels.

3. Delivery Delays and Shortages. Preferred Panels is not responsible for delivery delays or non-delivery caused by carriers, supplier delays, weather, site access restrictions, or other events beyond Preferred Panels’ reasonable control. If Preferred Panels is responsible for a confirmed non-delivery or shortage, Preferred Panels will arrange for delivery of missing Materials within a reasonable time or provide a reasonable credit for the missing Materials, as appropriate. Notwithstanding the foregoing, Preferred Panels shall give Customer timely notice of such delay if performance of the Services will be delayed behind the completion date stated in the Proposal.

4. Conditions; Material Substitutions.

(a) Customer acknowledges that roofing and siding work may reveal concealed or unforeseen conditions not visible or reasonably discoverable at the time of the Proposal, including deteriorated or rotted decking/sheathing, wet insulation, hidden structural deficiencies, code-required repairs, damaged flashing/substrate, or hazardous materials. If such conditions are discovered, Preferred Panels may pause affected work to prevent unsafe or improper installation

and will notify Customer. Any additional labor, Materials, disposal, equipment, or time required to address such conditions will be treated as extra work and performed only pursuant to a written change order or other written authorization (including email), when practicable.

(b) If specified Materials are discontinued, unavailable, delayed, or otherwise not reasonably obtainable, Preferred Panels may propose substitute materials that do not represent any additional cost to the Customer and, in Preferred Panels' reasonable judgment, comparable in quality and intended use. Preferred Panels will notify Customer of any proposed substitution in writing. If the substitution would materially change the appearance, color, or profile of visible Materials, Preferred Panels will obtain Customer's approval before proceeding, unless immediate substitution is necessary for safety or to prevent damage and Customer is not reasonably available.

5. Estimated Quantities. If the Proposal states estimated quantities (including square footage, linear footage, or counts), Customer acknowledges that field conditions may require reasonable adjustments. Pricing will be adjusted as provided in the Proposal (for example, by unit prices, allowances, or approved change orders).

6. Customer's Acts or Omissions. If Preferred Panels' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Preferred Panels will not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

7. Price.

(a) Prices for Services and Materials are as stated in the Proposal. If the Proposal includes allowances, unit prices, or estimates, the final price will be adjusted based on actual quantities and approved change orders. If Material costs materially increase between the date of the Proposal and procurement due to manufacturer price increases, tariffs, or supply disruptions, Preferred Panels will notify Customer and

the parties will address the impact through a change order or other written confirmation.

(b) If the Proposal provides for reimbursable expenses (for example, permit fees, lift/crane charges, dumpster/haul-off, or unusual travel required by the Project Site), Customer agrees to reimburse Preferred Panels for those reasonable out-of-pocket expenses as stated in the Proposal or approved in writing.

(c) All prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer is responsible for all such charges, costs, and taxes; provided that Customer is not responsible for any taxes imposed on, or with respect to, Preferred Panels' income, revenues, gross receipts, personal or real property, or other assets.

8. Payment Terms.

(a) Unless otherwise stated in the Proposal, the final price stated in the Proposal, as may be adjusted pursuant to this Agreement, shall be due upon demand according to the following schedule: (i) forty percent (40.0%) shall be due upon acceptance of the Proposal, (ii) thirty percent (30.0%) shall be due when the Services are half-way completed, and (iii) the remaining thirty percent (30.0%) shall be due within thirty (30) days of completion of the Services. Customer shall pay all amounts when due in U.S. dollars by check, ACH, or other method approved by Preferred Panels.

(b) Past-due amounts will accrue a late charge of the lesser of (i) one and one-half percent (1.5%) per month and (ii) the maximum rate permitted by applicable law, until paid. Customer shall reimburse Preferred Panels for reasonable costs of collection of overdue amounts, including reasonable attorneys' fees where permitted. If Customer fails to pay amounts when due, Preferred Panels may suspend performance until payment is made, and the schedule will be equitably adjusted.

(c) Customer shall not withhold or set off undisputed amounts due under this Agreement. Customer may withhold only amounts that Customer disputes in good faith, provided Customer gives written notice

reasonably describing the basis for the dispute and promptly pays any undisputed balance.

9. Limitation of Liability; Warranty.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL PREFERRED PANELS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, LOST PROFITS, OR DAMAGE TO INTERIOR AND EXTERIOR FINISHES, CONTENTS, OR FURNISHINGS, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE EXTENT PERMITTED BY LAW, PREFERRED PANELS' AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO PREFERRED PANELS FOR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM.

The limitation of liability set forth in Section 9(b) shall not apply to liability resulting from Preferred Panels' gross negligence or willful misconduct.

The 20-Year Workmanship Warranty attached hereto as Exhibit A is incorporated herein by reference as if fully restated herein.

10. Insurance. Customer is responsible for maintaining property insurance and any builder's risk coverage for the Project Site, unless otherwise stated in the Proposal.

11. Compliance with Law. Each party shall comply with applicable laws, regulations, and ordinances relating to its performance under this Agreement. Customer shall maintain in effect any licenses, permissions, authorizations, consents, and permits that Customer is responsible to obtain under the Proposal.

12. Termination; Suspension. In addition to any other remedies available at law or under this Agreement, Preferred Panels may suspend performance or terminate this Agreement upon written notice if Customer (a) fails

to pay any undisputed amount when due and does not cure that failure within ten (10) days after written notice, or (b) materially breaches this Agreement and does not cure within a reasonable time after written notice. If work is suspended or terminated, Customer shall pay for Services performed and Materials furnished through the effective date, including reasonable demobilization and protection costs.

13. Waiver. No waiver of any provision of this Agreement is effective unless set forth in a writing signed by the waiving party. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege operates as a waiver. No single or partial exercise of any right, remedy, power, or privilege precludes any other or further exercise.

14. Confidential Information. Each party may receive non-public information from the other in connection with this Agreement (including pricing, designs, plans, and business information). The receiving party will use such information only for purposes of performing or administering this Agreement and will not disclose it to third parties except as needed for the project (for example, to subcontractors, suppliers, or design professionals) or as required by law. This Section does not apply to information that is in the public domain, known to the receiving party at the time of disclosure, or rightfully obtained from a third party without a duty of confidentiality.

15. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for Customer's obligation to make payments to Preferred Panels when due), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including acts of God; flood, fire, earthquake, or explosion; severe weather conditions; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; government order, law, or actions; embargoes or blockades; national or regional emergency; strikes or labor stoppages; power outages; transportation delays; or inability or delay in obtaining supplies of adequate or suitable materials. The impacted party shall give notice to the other party within a reasonable time after becoming aware of the Force

Majeure event and shall use diligent efforts to end the failure or delay and minimize the effects.

16. Assignment. Customer shall not assign this Agreement without Preferred Panels' prior written consent, which will not be unreasonably withheld. Any attempted assignment without consent is void.

17. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

18. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

19. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

20. Venue; Jurisdiction. Any legal action or proceeding arising out of or relating to this Agreement

shall be brought in the state courts of Wisconsin located in the county where the Project Site is located or, if federal jurisdiction exists, in the federal courts located in Wisconsin, and each party consents to the jurisdiction of those courts.

21. Notices. All notices and other communications under this Agreement must be in writing and delivered to the addresses (or email addresses) stated in the Proposal or to any updated address a party designates by notice. Notices may be delivered by personal delivery, nationally recognized overnight courier (prepaid), certified mail (return receipt requested), or email (with confirmation of transmission), and are effective upon receipt.

22. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

23. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.

24. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

Initials: _____

Date: _____

EXHIBIT A 20-YEAR WORKMANSHIP WARRANTY

This 20-Year Workmanship Warranty (this “**Warranty**”) is issued by Preferred Panels LLC, a Wisconsin limited liability company (“**Preferred Panels**”) to the Customer identified in the applicable proposal/estimate/work order (the “**Proposal**”) for roofing and siding services at the project site identified in the Proposal (the “**Project Site**”). This Warranty is part of, and is subject to, the Agreement consisting of the Proposal and Preferred Panels’ General Terms and Conditions (together, the “**Agreement**”). Capitalized terms not defined in this Warranty have the meanings given in the Agreement.

1. Residential Projects. If the Project Site is residential or noncommercial property, this Warranty is intended to be provided to Customer at the time of contracting as part of the Agreement, and any manufacturer warranties applicable to Materials will be made available to Customer as provided by the manufacturer (often at installation or project closeout). Nothing in this Warranty is intended to limit any rights that cannot be limited under applicable Wisconsin laws.

2. Warranty Grant; Term; Current Owner Only. Preferred Panels warrants that the covered roofing and/or siding labor and related services it performs under the Proposal (the “**Work**”) will be completed in a professional and workmanlike manner consistent with generally accepted standards for similar roofing and/or siding work in the region. This Warranty remains in effect for twenty (20) years from the date of substantial completion of the Work (the “**Warranty Period**”) and applies only to the then-current owner of the building at the Project Site (the “**Owner**”). This Warranty automatically terminates upon any sale, transfer, or conveyance of the building or the Owner’s interest in the building.

3. What’s Covered. This Warranty covers: (a) defects in workmanship in the installation or fabrication performed by Preferred Panels that cause the roof or siding system installed by Preferred Panels to fail to perform as intended under normal conditions of use; and (b) leaks or water intrusion resulting directly from a covered workmanship defect, subject to Section 4.

4. What’s Excluded. This Warranty does not cover: (a) Any penetration through the roof or siding (including

vents, stacks, antennas, satellite dishes, solar, HVAC curbs/equipment, skylights, plumbing/electrical penetrations, or other penetrations), flashing work, or rooftop or side attachments not performed by Preferred Panels; (b) damage or issues caused by any person or entity other than Preferred Panels (including other contractors/trades, the Owner, tenants, occupants, or visitors), including foot traffic, improper use, or misuse; (c) movement, settlement, distortion, cracking, or failure of the building structure, decking, substrate, or existing roof or siding components not installed by Preferred Panels; (d) normal weathering, cosmetic conditions, or manufacturer-recognized characteristics of metal panels, or normal variations within manufacturer tolerances; (e) damage caused by acts of God or events beyond Preferred Panels’ control, including hail, tornadoes, hurricanes, windstorms, lightning, fire, flooding, falling objects, or other casualty events; (f) failure to perform reasonable maintenance, including cleaning of gutters/drains, removal of debris, and timely repair of non-warranty damage; or (g) condensation, moisture, or ventilation issues not caused by a covered workmanship defect.

5. Disclaimer. **EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY, PREFERRED PANELS MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE DISCLAIMED.**

6. Manufacturer Warranties. Preferred Panels does provide warranties related to the manufacturing or fabrication of roof or siding system components or materials (including panels, fasteners, sealants, membranes, trims, and coatings). Any applicable warranties, if any, would be provided solely by the manufacturer or supplier and are subject to that manufacturer’s terms, conditions, exclusions, and claim procedures. Preferred Panels will, upon reasonable request, provide available documentation reasonably needed to submit a manufacturer warranty claim.

7. How to Make a Warranty Claim. To make a claim under this Warranty:

(a) Provide Preferred Panels written notice of the claimed workmanship defect within a reasonable time after discovery, describing the issue in reasonable detail and including photos if available.

(b) Allow Preferred Panels a reasonable opportunity to inspect the Project Site and the affected area before permanent repairs are made by others.

(c) If emergency temporary measures are necessary to prevent active damage, the Owner may take reasonable temporary measures but must still promptly notify Preferred Panels and preserve evidence of the condition (photos and any removed materials, if feasible).

(d) After Preferred Panels receives a complete warranty claim notice, Preferred Panels will make reasonable efforts to contact the Owner within ten (10) business days to coordinate an inspection. If the

claim is determined to be covered, Preferred Panels will make reasonable efforts to begin warranty repairs within thirty (30) days after inspection, weather and material availability permitting.

8. Exclusive Remedy. If Preferred Panels determines, in its reasonable discretion, that a covered workmanship defect exists during the Warranty Period and the Owner has complied with this Warranty, Preferred Panels' sole obligation and the Owner's exclusive remedy is for Preferred Panels to repair the affected workmanship or re-perform the affected portion of the Work at no labor charge. This Warranty does not cover and Preferred Panels will not be responsible for the cost of removing or replacing work not performed by Preferred Panels, or for interior finishes, contents, furnishings, or other consequential damages.

Initials: _____

Date: _____