



Additional Terms & Conditions

INSURANCE CLAIMS (IF APPLICABLE)

- a. The contractor is not acting as a public adjuster nor guarantee insurance coverage or claim approval.
- b. The buyer remains solely responsible for compliance with policy obligations.
- c. Any scope additions required by code or insurer may be processed in accordance with guidelines outlined in paragraph 3.c.
- d. Insurance proceeds shall not alter Contractor's right to payment for approved work performed.

CONCEALED CONDITIONS

- a. Contractor's pricing is based upon visible conditions documented during inspection and captured in the original agreement. No other concealed conditions not covered in agreement are covered by the quoted price.
- b. If Contractor discovers additional conditions after the commencement of this agreement such as but not limited to rotten/damaged decking, structural deficiencies, water damage, hidden code violations, hazardous materials or improper prior construction, contractor may suspend affected work until the Parties agree upon an amendment.

ACCESS TO PROPERTY

- a. Buyer shall provide Contractor reasonable access to roof areas, driveways/access points, and utilities. Buyer authorizes the Contractor to place dumpsters, equipment, roofing materials, safety devices, vehicles and any other items required to complete work on the property as reasonably necessary.
- b. The contractor shall exercise reasonable care but shall not be responsible for damage to the client's property beyond its control or normal roofing operations.
- c. The contractor may photograph existing conditions, work progress, and completed work for project documentation, warranty administration, code compliance, dispute resolution, and marketing purposes.

WORKMANSHIP WARRANTY

- a. A Contractor Workmanship Warranty of 5 years is guaranteed to the client that covers defects resulting directly from Contractor's workmanship.
 - a.1. Right to Cure: Buyer shall provide Contractor written notice of any alleged defect and a reasonable opportunity, not less than ten (10) business days unless emergency conditions exist, to inspect and cure the issue before hiring others or pursuing legal remedies.
- b. Warranty does not cover acts of God, weather such as hail, wind exceeding design specifications, lightning, fire, falling objects, structural movement, improper maintenance, third-party alterations, unauthorized repairs, pre-existing conditions, condensation issues unrelated to Contractor's work.
- c. Manufacturer warranties, if any, are provided solely by the manufacturer and additional work required is not covered by workmanship warranty.
- d. To the fullest extent permitted by law, Contractor disclaims warranties not expressly stated in this Agreement, except those that cannot legally be waived.

TERMINATION

- a. Buyer may terminate this agreement at any time for any reason before its completion upon written notice and payment for any materials ordered, work performed or other reasonable cost/overhead incurred by the contractor. If the buyer terminates after materials are ordered, deposit is not refundable as outlined in paragraph 4.a of the agreement.
- b. Contractor may suspend or terminate this agreement for any reason to include nonpayment, unsafe conditions, client interference, or material breach by Buyer.

LIMITATION OF LIABILITY

a. To the fullest extent permitted by law, Contractor's aggregate liability arising from this Agreement shall not exceed the amount actually paid to Contractor under this Agreement, except for claims arising from gross negligence, willful misconduct, or liabilities that cannot legally be limited.

OTHER PROVISIONS

- a. Permits and Code Compliance: Contractor is responsible to pull all applicable permits and shall perform work in compliance with applicable North Carolina laws, local building ordinances, applicable roofing and construction codes, manufacturer installation requirements, and permit requirements applicable to the project.
- b. Subcontractors: Contractor may utilize qualified subcontractors however remains responsible for performance of subcontracted work to the extent required by law and this Agreement.
- c. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes prior negotiations, representations, and understandings. No oral statements shall modify this Agreement.
- d. Dispute Resolution: The Parties shall first attempt good-faith negotiation. If unresolved, disputes shall proceed to mediation before litigation, binding arbitration, or litigation in a court of competent jurisdiction. Venue shall be in the county where the Project is located unless otherwise required by law.