

NORTH AMERICAN ROOFING PROPOSAL STANDARD TERMS AND CONDITIONS

ARTICLE 1 – PROPOSALS. This proposal along with these Standard Terms and Conditions will be deemed accepted by allowing NAR to deliver materials or begin work at the site, whether this document is signed or not and all conflicting terms are rejected. The Customer's acceptance of this offer is specifically limited to the terms and conditions stated in the proposal. NAR shall not be bound by the terms of documents not incorporated or referenced in this document, and NAR hereby rejects any and all terms that are different or additional regardless of how such different or additional terms are stated in Customer's acceptance of this proposal unless written and mutually agreed upon. Should the Customer elect to Furnish a proprietary form or Purchase Order in lieu of signing this document, it is understood that this document serves to supersede any items of conflict on the PO/form of the Customer, but otherwise will be reviewed and must be accepted by North American Roofing.

All Proposals are subject to the mutual agreement of Customer and Contractor, such agreement being evidenced by the execution of a Proposal by an authorized representative of Contractor and Customer. Authorized representatives of Contractor are limited to the following individuals unless Contractor provides written notice to Customer advising otherwise:

Mike Ragano, Chief Operating Officer
Dwight Marwede, VP of Operations

The parties' obligations with respect to the Work under every Proposal are expressly governed by the terms and conditions contained or referred to herein and each Proposal shall incorporate same. Any additional or different terms and conditions set forth in any Proposal, project documents or other documents are rejected and objected to by Contractor and will not be binding upon Contractor unless specifically agreed to in writing, with each specifically acknowledged and initialed next to by an authorized representative of Contractor. Contractor may cancel any Proposal at any time prior to the date it commences the Work under same. Should the Customer elect to Furnish a proprietary form or PO in lieu of signing issued Proposal, it is understood that this document serves to supersede any items of conflict on the PO/form of the Customer, but otherwise will be reviewed and must be accepted by NAR.

Complete Agreement: This Agreement is the entire understanding and agreement between the parties regarding this subject matter. All negotiations between parties, including written change orders signed by NAR are merged into this Agreement. There are no representations, warranties, covenants, understandings, or agreements, oral or otherwise, in relation to this subject matter other than those incorporated into this document. If other documents have been included in the Agreement between the Parties by a subsequent, concurrent, or previous written agreement, the Parties agree that this document is integrated as a contract document regardless of any language to the contrary in Customer's acceptance and/or other documents between the Parties.

ARTICLE 2 – THE WORK. Contractor shall furnish the Work in accordance with the Agreement. Contractor does not provide engineering, consulting, architectural, or design professional services. If Customer furnishes plans, specifications, or other design documents to Contractor, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Contractor is not responsible for any loss, damage, or expense due to defects in plans, specifications, or other design documents or building code violations unless such damage results from a deviation by Contractor from the Agreement. Contractor is not responsible for location of roof drains,

adequacy of drainage, ponding, condensation, or moisture migration due to deck or structural conditions.

Customer warrants that the deck and structures on which Contractor is to work are in sound condition and capable of withstanding normal activities of roofing maintenance, construction, equipment, and operations and is suitable for attachment of roofing materials and with any and all openings properly covered, secured and labeled in accordance with applicable OSHA standards prior to Customer requesting the Work. Contractor's commencement of the Work indicates only that Contractor has visually inspected the surface of the roof deck for visible defects. Contractor is not responsible for the construction, undulations, structural sufficiency, fastening, or moisture content of the roof deck. If deck conditions are unsatisfactory, additional charges will apply.

Drawings: All building drawings, detail drawings and other technical representations included in the Proposal are for illustrative purposes only and do not necessarily represent the installation method(s) that will be employed on the proposed roofing system. In some cases, hidden conditions and/or impractical or other variables may dictate a change to the proposed details at the NAR's discretion.

Conditions: Contractor has no liability for certain conditions in the existing building including, but not limited to, the rooftop equipment, deck, the roof and building structure, roof drainage, insulation, etc. Customer shall be solely responsible for identifying to Contractor all roof leaks and all needed repairs, and Contractor's responsibility to Customer hereunder is strictly limited to performing the acts and providing the materials described as the Contract Work in in the applicable Proposal, including any additions thereto, subject to the warranty, and no person or entity shall be a third party beneficiary to such obligations unless approved in writing by Contractor in its sole discretion. Contractor has no liability for damage done to the Building's roof caused by other persons, property, events, or roof systems. Except for payments due Contractor, Customer's insurance requirements, and the Indemnification, this contract shall merge with the warranty. Contractor reserves the sole right to determine whether to tear-off additional insulation and has no liability for areas not torn-off. Contractor has no liability for the insulation values of the overall Building envelope. Contractor shall have no liability whatsoever for any loss of the use of the Building or any loss of income, rents or profits, or any incidental, punitive or consequential damages resulting from the Contract Work, including all additions thereto.

Protection of Work: Other trades on the roof can create damage to the roof. During the roof installation only, NAR is responsible to protect the roof as needed. Before and after the roof installation, it is the sole responsibility of the customer, or any agents hired such as General Contractors or Consultants to assume this responsibility to ensure other trades do not damage the roof. Any punctures or other damage to the roof occurring outside of the installation period will not be covered under the roof warranty and fixing such damage will be the responsibility of the customer. During a new construction project, any time the roof is not being installed and NAR is not on site, it is the responsibility of the customer or its agents to protect the roof. NAR has no liability for damage done to the Building's roof caused by other persons, property, events, or roof systems.

Metal Products: Oil canning is defined as the actual waviness in the formed metal products. In general, oil canning is an inherent condition in the production, fabrication, and installation of light ga cold-formed metal and accessories. Oil canning can result from stress induced or

redistributed during the coils production at the mill, when the coil is slit, when the coil is fabricated, during installation, or during seasonal shifts in temperature. Due to the uncontrollable factors that can lead to oil canning, NAR assumes no responsibility for oil canning in its installed products. As a result, no work shall be rejected, and no warranty shall be claimed for oil canning.

In the event that state, county, or municipal codes or regulations require work not expressly set forth in the Agreement or that differs materially from that generally recognized as inherent in work of the character provided for in the Agreement, all extra costs for the Work shall be the sole obligation of the Customer. Prior to executing a Proposal, Customer shall notify Contractor in writing of all property and deed restrictions and/or covenants that could impact or relate to the Work. Contractor shall not be responsible for work performed that does not comply with or conform to the property restrictions or covenants to the extent Contractor has not been provided with proper timely notice of same. Customer shall pay Contractor for all work performed in violation of any covenant or restriction if Customer failed to notify Contractor in writing of same prior to executing the Proposal governing such work.

ARTICLE 3 – PROJECT PRICE & PAYMENT. Customer shall pay the Contractor in current funds for the performance of the Work as defined in the Proposal. If not specified, Contractor shall prepare and submit invoices to Customer for the Work as follows:

- 25% Initial down payment of contract value due upon receipt, Net 7
- 50% Of contract value upon mobilization, Net 30
- 25% Progress payments on remaining balance, Net 30

To the extent payment is required to be made prior to completion of the Work, if Customer does not pay Contractor in full, within seven (7) days from the time payment should be made under the terms of this Agreement, the Contractor may at its sole discretion and without prejudice to any other available remedies, upon written notice to Customer, suspend or stop the Work. The payment amount for the Work shall, by appropriate adjustment, be increased by the amount of Contractor's damages due to, but not limited to, demobilization, delay, overhead, profit, and remobilization. The time period in which Contractor is required to perform the work shall be extended for a period equal to the period during which the work was suspended. Contractor will bill either via Change Order, progress billing or at final bill, the project price increases. North American reserves the right to cancel the project and all damages incurred and consequential future damages will be owed by the Customer, including overhead and profit. North American reserves the right to cancel, prior to commencement, without penalty to or by Customer.

Tax Credits: All applicable tax credits shall be paid to NAR.

A finance charge of 1½% per month (18% per annum), or otherwise the maximum amount permissible by applicable law, will be charged on all amounts outstanding beyond 30 days from date of the invoice. A lien will be filed on all jobs where payment is past due or where protection of lien rights may be required. Contractor shall be entitled to recover from Customer all damages as a result of collection incurred by Contractor, including without limitation attorney's fees, resulting from Customer's failure to make timely payment.

If specifically agreed upon by Contractor in accordance with the requirements of Article 1 of this Agreement, Customer shall pay Contractor pursuant to certain payment terms contained in the Proposal. Otherwise, to the extent that there is a conflict between the terms of the Proposal or any other provision in any project documents and this Article, this Article governs and controls.

ARTICLE 4 – MATERIAL PRICE ESCALATION. Customer acknowledges and understands that material prices are subject to change. In the event that material prices change after the execution of the Agreement and prior to the Work being performed, Contractor shall be entitled to an equitable adjustment in the Proposal Sum to account for the increase in material prices. If requested, Contractor shall provide sufficient documentation supporting such increase.

Change Orders: Many companies use Purchase Orders or third-party systems as part of their procurement process. If this is the case with your company, in order to process a change order, Customer agrees to amend their Purchase Order and/or go into their third-party system to account for any mutually agreed change order within 24 hours of Customer approval. NAR will not perform change order work until this step is completed.

ARTICLE 5 – TERMINATION FOR CONVENIENCE. Contractor reserves the right to terminate the Agreement with or without cause, at any time prior to the Work being performed. In the event Customer terminates the Agreement without reasonable cause, Customer shall pay to Contractor an amount equal to 25% of the Proposal Sum for the terminated work plus any direct costs incurred by Contractor. This amount constitutes liquidated damages because Contractor is unable to accurately measure its damages for the termination. By executing the Agreement, Customer and Contractor agree that the liquidated damages amount is not a penalty. In the event of termination by Customer, no warranty shall be provided by Contractor.

ARTICLE 6 – TERMINATION FOR CAUSE. Should Contractor breach a material term of the Agreement, Customer shall not have the right to terminate the Agreement for cause unless, as a condition precedent, Contractor is first provided with written notice of default ("Notice of Default") and opportunity to cure via certified mail, return receipt requested. Notice of Default is not effective until actual receipt by Contractor. During the ten (10) business days following Contractor's receipt of the Notice of Default, Customer shall afford Contractor a good faith opportunity to correct or cure all alleged breaches of the Agreement. In the event that Customer terminates the Agreement without providing Contractor the aforementioned Notice of Default and opportunity to cure, Customer understands and agrees that such action shall constitute a waiver of any and all claims for damages that could have been asserted by Customer and any and all defenses to nonpayment of Contractor for the Work performed.

ARTICLE 7 – WARRANTY. Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties and guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the Agreement. All warranties and guarantees, if any, provided under the Agreement are solely for the original Customer and are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory. Customer expressly waives any right to seek special, exemplary, consequential, or incidental damages against Contractor regardless of the nature of the claim or whether the same arises out of or relates to the active or passive negligence of Contractor.

NAR will not be responsible for any leaks caused by (1) Acts of God, natural disasters, manmade disasters, or any natural events such as dirt and natural debris accumulation, hail, excessive wind gusts over fifty-five miles per hour, debris damage, lightning, tornadoes, hurricanes, earthquakes, seismic movement, volcanic disruption,

dilapidation due to animals, degradation due to insects, organic growth, vegetation, extreme temperatures, or any other natural events not specifically listed; (2) failures or degradation of structural elements of the building, including structural slope, proper drainage, cracking, unusual movement, settlement, unusual deflection, deterioration and decomposition of walls, foundation, roof substrate, or any other structural elements affecting the roofing system; (3) construction elements producing moisture or condensation, or any infiltration therein through any element of the structure or equipment that may compromise the roofing system or components thereof; (4), change of occupancy or roof usage disrepair or lack of roof system maintenance, degradation of metal components from atmospheric elements and marine salt water, along with any alterations or modifications by anyone other than NAR personnel; (5) faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations in relation to the roofing work, unless such work was performed by NAR; (6) structural or architectural engineering, or any element of design of the roofing system, details, or other roofing related components; (7) service to or maintenance of any rooftop equipment or systems, or traffic of any nature on the roof; (8) acts of man, vandalism, terrorism, acts of war, abuse, misuse, accident or negligence by any person other than NAR which may include, while not being limited to, damage to roofing by foreign contaminants such as chemicals, oils, and acids, punctures and cuts in the roofing system, refuse and debris or other storage of materials littering rooftop, or any other scenarios as produced by man which may compromise the roof system or its function.

ARTICLE 8 – DELAY. The Agreement anticipates that Contractor will be allowed to complete its work without interruption or interference. Any such disruption to the performance of Contractor's scope of work may result in additional charges by Contractor to Customer for extended general conditions, home office overhead, or direct costs incurred by Contractor. Contractor shall not be liable to Customer for any delays beyond its control, including but not limited to weather, strikes, third party interference, or lack of availability of supplies, materials, or labor.

ARTICLE 9 – CLAIMS. It is Customer's duty to notify Contractor in writing within five (5) business days of the occurrence of any claim, defect, or deficiency arising out of the Work, services, or materials provided by Contractor under this Agreement ("Occurrence"). Failure of Customer to provide written notice of the Occurrence shall result in Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort, or federal or state statutory claims.

ARTICLE 10 – LIABILITY DISCLAIMER. Contractor shall have no responsibility for damages from fire, windstorm, or other acts of God arising during the performance of the Work. Contractor shall not be liable for failure of performances due to labor controversies, strikes, fires, weather, and inability to obtain materials from usual sources, or any other circumstances beyond the control of Contractor whether of similar or dissimilar nature. Contractor is not responsible for any differing site conditions or unseen circumstances including but not limited to damage below the roof due to ice dams, hail, or preexisting construction defects. Contractor is not responsible if damage occurs to air conditioning lines, plumbing, electric or any other lines during the Work or any other damages caused by a penetration to any of these lines. During the normal course of Work, debris may fall from the underside of the roof. Contractor is not liable for any damages resulting therefrom. Contractor will make a reasonable effort to collect all nails and screws from the roof surface and the jobsite. If work includes the patching of leaks identified by the Customer, Contractor will make its best efforts to repair all roof penetrations; however, Contractor does not guarantee a watertight roof system at the completion of any service-related work. Further visits may be required to complete the repair of

all leaks and Contractor shall not be liable for any water damage resulting from such water intrusion. During the duration of the Work, Customer's insurance will be responsible for any interior damage as long as Contractor has taken appropriate action to protect the roof during the repair or replacement of the roof. Reasonable efforts will be made by both Contractor and Customer to prevent damage to driveways, sidewalks, landscaping, or other portions of the property; however, Contractor is not responsible any damage to the property that could not otherwise be prevented through the use of reasonable efforts.

Fire Protection Systems The performance of the work may impair the normal operation of sprinkler systems or cause the unexpected activation of sprinkler systems. Customer agrees to establish a sprinkler impairment procedure consistent with local building codes and government requirements. Customer agrees that NAR will not be liable for any damage or loss due to the impairment or inadvertent activation of sprinkler systems.

Electrical and Other Conduits The performance of the work may result in unintentional damage to electrical and other conduits, especially when such conduits are installed in the flutes of a roof deck or when the underside of the roof is not visible from inside the structure. Customer acknowledges that it has been made aware of the potential for damage to electrical and other conduits and agrees that NAR will not be liable for any damage or loss due to damage to electrical and other conduits.

The performance of the work may impair the normal operation of internal drains and other plumbing systems. Customer acknowledges that it has been made aware of the potential for loose or impaired drain lines and other plumbing and agrees that NAR will not be liable for any damage or loss due to the impairment or loosening of drain lines or other plumbing systems Contractor shall not be liable for any loss, claims or damages arising from or related to deficiencies in drainage. It is Customer's responsibility to retain a licensed architect or mechanical engineer to determine and evaluate the drainage design and compliance with existing plumbing codes prior to commencement of the Work. Contractor's does not include evaluation of code compliance, existing drainage, proper location or size of roof drains, or adequacy of drainage.

Drainage: Roofing contractor shall not be liable for any claims or damages arising from or related to deficiencies in drainage. It is the customer's responsibility to retain a licensed architect or mechanical engineer to determine and evaluate the drainage design and compliance with existing plumbing codes, including potential need for additional drains, scuppers or overflow drains, prior to commencement of re-roofing. Roofing contractor's work does not include evaluation of code.

Pre-Existing Conditions: NAR has no liability for certain conditions in the existing building and/or site including, but not limited to, the roof top equipment, duct, conduit, piping, deck, the roof and building structure, roof drainage, insulation, lightning protection, drives, paving, curbs, striping, landscaping, etc.

Additional/Less Weight: Customer acknowledges that weight may be added or reduced by the installation of the new roof and assumes all risks and liabilities associated with the performance of the Contract Work. NAR has no duty to perform any structural analysis or engineering calculations with respect to the structural capacity of the building.

Insulation and Decking: NAR reserves the sole right to determine whether to tear-off additional insulation and has no liability for areas not torn-off. NAR has no liability for the insulation

values of the overall building envelope.

Interior Protection: NAR recommends Interior Protection. This is a requirement for performance due to the sensitivity of machinery and/or electronics, office equipment, interior finishes, carpeting, etc., and the possibility of falling dust or minor debris as a result of normal roofing practices. Acceptance by Customer is determined in the related Proposal. Price will be determined close to the time of job start, or at job start, due to current price volatility. An initial down payment of fifty percent (50%) of the change order sum is due upon acceptance of final interior protection cost and fifty percent (50%) at installation.

If accepted as a Change Order to this Agreement, the following applies:

Customer's Representative agrees to visually inspect the suspended cover daily to assure all fasteners are secure, all closures and seals are tight and, if there is an excessive build-up of debris, immediately notify NAR. Visible marks, other than those specified in the proposal, repair of minor damages to the surfaces and visible marks caused by removal of fasteners, screws and tape are not included. Other than described in this Article, NAR makes no representations or warranties, expressed or implied, regarding its performance under this Agreement regarding Interior Protection. NAR will make its best effort to prevent any damage that may result from the covering, uncovering, and removal of all in house interior protection materials, however, NAR shall not be responsible for damages that may occur to the interior contents that are covered or left uncovered, during this process.

In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the Work and services performed under the Agreement, shall Contractor be liable for special, consequential, punitive, or indirect damages, including loss of use or loss of profits. Contractor and Customer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to the dollar amount of the Proposal for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to the Proposal regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.

Contractor expressly disclaims liability and shall not be liable for any issue, claim, cost and/or damage including, without limitation, attorney's fees, costs and expenses, for any roof or structural related issue arising out of or relating to combining a sealed attic system with a self-adhered underlayment, and Customer agrees to indemnify and hold harmless Contractor for any and all damages arising out of said condition.

ARTICLE 11 – ENVIRONMENTAL/ASBESTOS. Contractor disclaims all liability for all claims, disputes, losses, damages, or causes of action ("Claims") pertaining to mildew, algae, fungus, mold, and/or other indoor air allergens ("Mold") including Claims arising out of or relating to the detection, removal, disposal, or remediation of Mold, whether they arise in law, equity, contract, warranty, tort, or federal or state statutory claims, whether those Claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Customer, Contractor or third parties, and agrees to indemnify and hold harmless Contractor from any and all Claims arising out of or relating

to Mold.

Testing and abatement (and costs related thereto) of asbestos, lead, and/or other hazardous waste or materials is the sole responsibility of the Customer and Customer agrees to indemnify, defend, and hold harmless Contractor, its officers, directors, and employees for any and all claims arising out of or relating to same. This Agreement is entered based on the assumption that the Work to be performed by Contractor will not involve asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the Work. Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site and any delays caused by same.

ARTICLE 12 – ACCESS AND UTILITIES. Customer shall make property and building(s) accessible to Contractor at all times, for deliveries, work, storage, staging, inspections, or other needs pertaining to the Work. To the extent necessary for the performance of the Work, Customer shall provide suitable areas for storage of Contractor's materials and equipment during the course of the Work. Additional costs to the Contractor resulting from relocation of materials and equipment at the direction of the Customer, except as previously agreed upon, shall be reimbursed by Customer.

Contractor shall not be required to begin the Work until underlying areas are ready and acceptable to receive Contractor'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 Contractor to and from the job as a result of the job not being ready for the Work after Contractor has been directed to proceed will be charged as an extra. Contractor shall not be responsible for additional costs required due to the existence of wet insulation, deteriorated deck or other subsurface or latent conditions. The raising, disconnection, re-connection or relocation of any mechanical equipment on the roof that may be necessary for Contractor to perform the Work shall be performed by others or treated as an extra, unless such work is expressly included in the Purchase Order. Customer shall be responsible for disconnecting and reconnecting all utilities including, but not limited to, electrical, plumbing, gas, HVAC systems, communication systems, and other equipment as required for the performance of the Contract Work.

Customer is responsible for all fees and scheduling associated with disconnecting and reconnecting HVAC, electrical and/or mechanical equipment, communication cables, and moving, repositioning and recalibrating any and all satellite dishes and any other equipment as required to complete the Work.

ARTICLE 13 – INSURANCE: NAR is covered by workers compensation, general liability and vehicle liability insurance on all jobs. Upon request NAR will furnish certificates of insurance. Customer agrees to maintain property insurance, including Builder's Risk, based upon the entire value of the Building, including the roof, until NAR has been paid the Contract Sum in full, including all additional costs, pricing and damages hereunder. Customer's insurance coverage shall be for the benefit of Customer and Contractor and shall be the primary insurance hereunder.

ARTICLE 14 – CHOICE OF LAW AND VENUE. The Agreement shall be governed by the laws of the State of Florida. Venue of any litigation

or arbitration arising out of the Agreement shall be Hillsborough County, Florida, unless the parties mutually agree otherwise. Should either party employ an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising under, arising out of, or related to the Agreement, the prevailing party shall be entitled to recover from the other party all of its attorney's fees, costs and expenses, incurred therein through trial and/or arbitration, appeals, and any bankruptcy proceeding.

ARTICLE 15 – FORCE MAJEURE. Neither Party shall be liable for any damage, delay or failure in performance of its obligations under this Agreement to the extent such damage, delay or failure is caused by Acts of God, acts of war, terrorism, riots, revolutions, pandemics, epidemics, medical emergencies resulting in a local, state or federal state of emergency, Coronavirus or similar viruses or illnesses requiring quarantine, strikes, and/or shortages such as, but not limited to, labor, materials, freight and equipment or any other reason beyond a party's reasonable control (each, a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the affected party will promptly notify the other party by providing written notice including a description of the Force Majeure Event and a good faith estimate of the impact on any responsibilities under this Agreement, including, but not limited to, any scheduling changes. Should any failure to perform or delay in performance due to a Force Majeure Event last longer than thirty (30) days, or should three (3) Force Majeure Events apply to the performance of a party during any calendar year, the party not subject to the Force Majeure Event may terminate this Agreement by notice to the party subject to the Force Majeure Event. Except as provided for in this paragraph, in no circumstances will any delay or failure due to a Force Majeure Event be considered a default or grounds for termination under this Agreement.

ARTICLE 16 – MISCELLANEOUS PROVISIONS. The partial or complete invalidity of any provision of the Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist upon the performance of any of the terms or conditions of the Agreement or to exercise any rights herein shall not be construed as a waiver or relinquishment of such term or condition or right as respects further performance. Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. The Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The headings are for convenience purposes only.

Attorney's Fees: Customer agrees to reimburse NAR's reasonable damages and attorney's fees incurred if NAR engages an attorney to enforce its rights against Customer under this Agreement.

Marketing Release: Customer permits NAR to profile the performance of any Work performed pursuant to this Agreement in NAR's marketing materials. Pricing information will not be published.

STARCARE™:

Terms: Customer elects annual payment in advance. The term is one (1) year and the Contract will automatically be renewed at the end of each term for an additional one (1) year term unless terminated by either party by giving written notice to the other party at least sixty (60) days prior to the end of the then current one (1) year term. Term price is subject to change year over year. Facilities will receive notification of term renewal, as required by each state's individual statute.

All billing will be on Net 30-day terms. A finance charge of one and one-half percent (1.5%) per month (18% per annum) will be charged on any balance past due for more than 30 days. All damages associated with, but not limited to, fees, attorney fees, court costs, lien costs, overhead and profit or any other cost or expense incurred in the collection of past due accounts shall be paid by the Customer. Failure to pay will result in termination of contract.

Exclusions, Limitations, & Warrantability: StarCare maintenance carries no warranty and cannot guarantee water tightness, structural capacity, drainage, or any other roof related performance issue.

The Following Articles are not applicable to StarCare™ Agreements:

- **Article 3, Project Price & Payment (Billing and Payment Schedule not applicable)**
- **Article 7, Warranty**
- **Article 10, Liability Disclaimer (Interior Protection)**