

## Terms and Conditions of Sale

### I. APPLICABILITY

THESE TERMS AND CONDITIONS OF SALE INCLUDE THE FOLLOWING TERMS AND CONDITIONS, TOGETHER WITH ANY OTHER TERMS AND CONDITIONS SPECIFICALLY AGREED TO IN WRITING BY SELLER (BETCO, Inc., and its domestic and international affiliates), SHALL APPLY TO ALL SALES ORDERS ("Order(s)") FROM, AND ALL SALES OF PRODUCTS ("Products"), AND/OR INSTALLATION SERVICES MORE PARTICULARLY DESCRIBED IN **EXHIBIT A** HEREUNDER ("Services") WHEREVER LOCATED TO BUYER. ANY ACCEPTANCE OF ANY ORDER BY THE BUYER IS CONDITIONED UPON THESE TERMS/CONDITIONS. In the event Buyer engages BETCO to perform roofing, re-roofing, or roofing related Services and/or to supply roofing, re-roofing, or roofing related Products, the additional terms set forth in **EXHIBIT B** shall apply in addition to the terms set forth herein. In the event of a conflict between the terms in the body of this agreement and the terms set forth in an Exhibit attached hereto, the terms in the body of this agreement shall govern. No salesperson is authorized to bind Seller to any promise or understanding not expressed herein. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of certain Products and/or Services covered hereby, the terms and conditions of said contract shall prevail, but only to the extent such contract terms and conditions are inconsistent with these Terms. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms, which Buyer agrees are accepted in good faith as the controlling and final terms and conditions.

### II. PRICES

All prices and proposals are subject to change without notice in the event of any changes in cost of Products (including, but not limited to, changing steel market prices that are passed along by our steel suppliers) or Services, specifications, quantities, delivery schedules, customs duties, other factors beyond Seller's control, or, in the event of delays caused by instructions of the Buyer, or failure of the Buyer to provide Seller adequate information. If color is not specified at time of quote, prices are quoted on Brilliant White. **Prices and, in some instances, warranty vary by color.** Door items are identified as opening width measurement by opening height measurement, unless otherwise specified.

### III. DELIVERY OF PRODUCTS

Delivery dates are approximate and are dependent on, among other things, prompt receipt by Seller of all necessary delivery information from Buyer. Freight, delivery and/or shipping ("Transportation Services") is arranged by Seller on behalf of Buyer through common carrier or other commercial transportation method. Except to the extent caused by Seller, Seller shall not be liable for delays in transit nor for any errors or liabilities associated with Buyer's failure to provide complete and accurate delivery information. Seller shall use reasonable efforts to meet any performance dates to render the Product delivery or Services specified in the Order, however any such dates shall be estimates only. Charges for Transportation Services will be prepaid by Seller

and will be added to the invoice to the Buyer by the Seller. ("Prepaid & Add") Transportation Services terms are FOB Origin or its equivalent. **Transportation Services commence when Products are transferred from Seller's dock to the Transportation Services provider. Passage of title to Products, risk of damage or loss (except as noted below, i.e. in the case of Cash/Check on Delivery orders ("COD") where there is a COD Default (hereinafter defined) or as otherwise indicated), exclusive right to possession, constructive possession, use and any other rights of ownership of the Products transfer from Seller to Buyer upon commencement of Transportation Services. Transportation Services end when goods are transferred from the Transportation Services provider to the Buyer's dock or Buyer's designated delivery location specified in an Order unless Transportation Services are provided by means of Buyer's or its agent's truck. If Transportation Services are provided by Buyer or Buyer's agent, passage of title to Products, risk of damage or loss, exclusive right to possession, constructive possession, use and any other rights of ownership of the Products transfer from Seller to Buyer at Seller's dock.** Delivery of all or any part of Products/Services may occur as early as 30 days in advance of agreed schedule. Packing slips must accompany all shipments. **In the case of COD orders where Buyer or its agent fails to deliver funds in consideration of said order, in whole or in part (a "COD Default") Buyer shall be obligated to pay for any and all additional costs, fees, expenses, and incidental damages as a result of returning the Products to Seller's dock or other specified original point of origin.** Where Buyer notifies Seller that it cannot take timely delivery of the Products or in the event of a COD Default, Seller may place such Products in storage. ("Storage Services") In such event, **passage of title to Products, risk of damage or loss, exclusive right to possession, constructive possession, use and any other rights of ownership of Products transfer from Seller to Buyer upon commencement of Storage Services.** Buyer shall pay Seller storage fees equal to five percent (5%) of the total invoice of the stored Products per month or any part thereof. Buyer shall dispose of the packing materials for Products at its own expense, and shall defend, indemnify and hold harmless Seller for any and all costs or expenses of any kind in connection with such packing waste. Back Orders must be prepaid when less than a minimum freight shipment. Freight rates are subject to fuel surcharges at the time of shipping and invoicing. Any liability of Seller for non-delivery of certain Products shall be limited to replacing the Products within a reasonable amount of time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

### IV. PAYMENT

A. Payment for sale of Products and performance of Services are due 30 days from the date of invoice unless otherwise specified in writing. Seller reserves the right to issue partial invoices ("Progress Invoices"). The terms of payment for Progress Invoices shall be 30 days from date of Seller's invoice for the Progress Invoice, unless otherwise specified in writing. Seller shall be entitled to suspend and/or terminate manufacture of the Products and/or performance of the Services and/or delay making arrangements for shipment of finished products or period of performance in the event of late payment of a Progress Invoice or if in Seller's opinion, the credit of Buyer becomes impaired. Seller reserves the right, by written notice, to cancel any Order, reevaluate all payment terms,

or require full or partial payment or adequate assurance of performance from Buyer without liability to Seller in the event of a material adverse change to Buyer's financial condition. Payments shall be made by Buyer without any deduction or set-off. Unless otherwise agreed in writing, payment shall be made in U.S. dollars. Seller may charge late payment fees at the rate of 1.5% per month, or the highest rate permitted by law, whichever is higher, accruing daily. Buyer is responsible for all taxes and tariffs that may be imposed upon the sale of the Products.

B. In addition to the payment requirements set forth above, if the financial condition of Buyer is unsatisfactory to Seller in Seller's sole and absolute discretion, Seller may require full or partial payment in advance, or satisfactory security, in the form of a letter of credit or otherwise. Notwithstanding any other provision herein, in the event of bankruptcy, assignment for the benefit of creditors or a comparable event or insolvency of Buyer, Seller may immediately cancel any Order then outstanding and/or cause any Products, with respect to which either Transportation Services or Storage Services are being provided, to be returned to Seller wherein in either event ownership thereof shall automatically revert to Seller.

C. Buyer grants Seller a purchase money or similar security interest in Products located in any jurisdiction where such security interest is permitted, as well as any proceeds therefrom, for the purpose of securing all obligations of Buyer hereunder. Buyer authorizes Seller to execute on Buyer's behalf and file such financing statements as Seller deems appropriate to perfect and/or notify Buyer's creditors of Seller's security interest. In this regard, Buyer hereby grants Seller an irrevocable Power of Attorney, coupled with an interest, with respect to filing any such financing statements.

D. In the event that any amount due hereunder is not paid when due, Buyer shall be liable for any and all costs of collection including, but not limited to, actual legal fees, collection fees, related expenses and court costs, and interest at the highest amount allowed by applicable law from the date due through the date of actual payment.

E. Seller shall have no liability whatsoever if Buyer makes payment (in whole or in part) to: (i) any bank account other than the bank account specified by Seller or (ii) to any entity other than the entity listed at the beginning of these Terms (e.g. BETCO, Inc. and its domestic and international affiliates). Seller shall not be responsible for any losses suffered by Buyer due to third party fraud, including, without limitation, false change of bank account communications, identity theft and other scams. To the extent Buyer receives any communication notifying Buyer of a change in Seller's designated bank account, Buyer is required to verify the authenticity of the same directly with Seller.

F. Seller expressly reserves the right to require a deposit in connection with any Order as a condition precedent to Seller's performance. Any deposit(s) delivered by Buyer are **non-refundable** and will be applied to the final billing (erection billing, if applicable). Buyer understands and acknowledges that its delivery of a deposit is used by Seller in reliance on Buyer's acceptance of an Order, and as a result, is expressly **non-refundable** in the event of Buyer default, in connection with any termination set forth in Article V, Section D, or as otherwise set forth in these Terms.

#### V. CHANGES; CANCELLATION; TERMINATION

Revised: April 1, 2021

A. Seller reserves the option to make changes to Products or Services which do not affect form, fit, or function, and shall deliver Products to the latest configuration part number at the time of delivery.

B. Seller is entitled to rely upon all drawings, routings, dimensions, bills of material, and other items supplied by Buyer for the manufacture of Products, and any change to the foregoing after Seller's design work has begun will result in additional charges.

C. Products not in accordance with specifications will be rejected and held at Buyer's risk awaiting disposal. Buyer must pay freight on all rejected Products.

D. In addition to any remedies that may be provided under these Terms, Seller may terminate any Order for Products or Services with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under any Order for Products or Services, and such failure continues for seven (7) days thereafter; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; (c) fails to take delivery of all Products or materials specified in an Order within two (2) months of the date of said Order; or (d) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

E. In the event that Seller cancels or terminates the Order(s) for Products or Services pursuant to Article V, Section D hereunder, Buyer agrees to pay Seller reasonable Termination Charges, including, but not limited to, any and all costs of manufactured materials or Products, freight, tax, and other direct costs and labor costs, whether or not billed for or shipped at the time of termination as well as any amounts due for Services provided, whether or not billed for at the time of termination, which are attributable to the subject Order(s), whether partial or complete, pertaining thereto. Buyer shall promptly pay Seller its reasonable Termination Charges and any other amounts due, upon submission of Seller's invoices thereof. In addition to the foregoing rights of Seller and any other rights granted by these Terms, in the event Seller terminates an Order pursuant to Article V, Section D (c), BETCO shall have the right to requote the Order using current costs and initiate a new Order for Buyer's consideration without any liability or penalty to Seller whatsoever.

F. In the event that Buyer cancels or terminates the Order(s) for Products or Services for any reason whatsoever, Buyer agrees to pay Seller reasonable Termination Charges, including, but not limited to, any and all costs of manufactured materials or Products, freight, tax, and other direct costs and labor costs, whether or not billed for or shipped at the time of termination as well as any amounts due for Services provided, whether or not billed for at the time of termination, which are attributable to the subject Order(s), whether partial or complete, pertaining thereto. Buyer shall promptly pay Seller reasonable termination charges as a result of termination hereunder, and any other amounts due, upon submission of Seller's invoices thereof.

#### VI. WARRANTIES

BETCO warrants the following, beginning on the date of completion as contained, where applicable, in the "Completion Certificate":

BETCO-fabricated materials and workmanship furnished under the Contract or Order will be free from defects and that the workmanship (except roll up doors, see Warranty § 1.b) will conform to the requirements of the Contract or Order for a period of **ten (10) years** for standard single story mini-storage buildings

and for a period of **six (6) years** for multiple story buildings, except the roof portion of buildings with screw down roofs shall be for a period of **two (2) years**. BETCO roll up doors (furnished under the Contract) will be free from defects and that the workmanship will conform to the requirements of the Contract or Order for a period of **three (3) years**.

B. The Limited Warranty of BETCO, Inc., is incorporated by reference into this Agreement. There is no other warranty or guarantee to Buyer by BETCO. No person, advertisement or other writing gives, extends or alters any warranty binding on BETCO. Further, Buyer and BETCO agree that BETCO has not adopted, and BETCO shall not be liable for, any component manufacturer's warranties. However, to the extent assignable, at Buyer's expense BETCO shall make available to Buyer any rights of BETCO under any warranties of component manufacturers, a copy of which can be supplied at the request of Buyer. The BETCO Warranty will be issued after all payments are made in full to BETCO, Inc. and Completion Certificate is signed and accepted by Buyer. Buyer understands and acknowledges that by: (i) signing the Completion Certificate for work that is the subject matter of any Order; or (ii) utilizing the Product(s) for what it was intended signifies acceptance by Buyer of work as completed. Buyer represents that it has read the Terms of this Agreement, including the Limited Warranty and the Disclaimers in that Limited Warranty, and understands the terms in the documents. The full terms of the BETCO Warranty can be found on our website at <https://betcoinc.com/resources/>. To the extent of any conflict between the summary of the BETCO Warranty provisions set forth herein and the full Warranty as shown on our website, the provisions of the full Warranty on our website control.

C. This warranty excludes remedy for damage or defect caused by: (i) normal wear and tear; (ii) Force Majeure conditions including, without limitation, acts of God, falling objects, external forces, explosions, fires, riots, civil commotions, or acts of war or terrorism; (iii) misuse, neglect, improper application, improper installation or abuse; (iv) any materials provided by any person other than BETCO or its agents; (v) work, alterations or modifications performed by any person other than BETCO or its agents; (vi) improper or insufficient maintenance; (vii) the condition of the Site, including improper or inadequate soil drainage conditions and settlement of the land; (viii) materials having a normal life expectancy that is shorter than the warranty period stated therein, or (ix) defective or improper performance of any obligations of Buyer under the Contract or Order pertaining thereto.

D. BETCO's liability for breach of this warranty shall be limited to repairing, repainting or replacing of the defective materials or workmanship utilizing such normal materials, methods and workmanship as should result in providing the warranted performance for materials and workmanship under the original Contract. BETCO shall have the sole discretion to determine which of the above methods will be used to fulfill its obligation, BETCO will not in any event be liable for the cost of labor expended by others on any defective materials or workmanship or any special, indirect or consequential damages to anyone by reason of the facts that such materials or workmanship shall have been defective. There is no other warranty or guarantee to Buyer by BETCO. No person, advertisement, or other writing gives, extends, or alters any warranty binding on BETCO. BETCO's liability for breach of this

warranty is contingent on Buyer's strict compliance with BETCO's "Preventative Maintenance Tips for BETCO Building Owners", which can be found at <https://betcoinc.com/resources/> and/or at the request of Buyer.

E. No Products may be returned unless authorized in advance by Seller, and then only upon such conditions to which Seller may agree in writing. Buyer must obtain a Return Material Authorization (RMA) number from Seller prior to any return shipment, and such RMA number must appear on the shipping label and packing slip. Buyer shall be responsible for returned Products until such time as Seller receives the same at its facility in accordance with the terms stated herein, and for all charges for packing, inspection, shipping, transportation or insurance associated with returned Products. Any property damage by delivery vehicle must be indicated on the Bill of Lading or reported the same day if damage occurs as the delivery vehicle is leaving the property.

F. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE), EXPRESS, IMPLIED OR STATUTORY AND BETCO MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL BETCO BE LIABLE FOR LOSS OF PROFITS OR ANY OTHER INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, RESULTING FROM ANY DEFECTS IN THE MATERIALS OR WORKMANSHIP COVERED BY THIS WARRANTY. Except as expressly stated herein, the above warranty provisions do not cover coatings, products, accessories, parts or attachments that are not produced by BETCO. Notwithstanding anything else contained herein to the contrary, it is expressly understood and agreed that BETCO's liability and purchaser's sole remedy, whether in contract, under any warranty, in tort (including negligence), in strict liability or otherwise shall not exceed the cost of the amount of the materials, expressly excluding labor costs and expenses, costs of renting replacements and any other additional expenses. Under no circumstances shall BETCO be liable for any special, incidental, liquidated or consequential damages, including, but not limited to, personal injury, property damage, damage to or loss of equipment, lost profits or revenue, loss of use of the rental space, labor costs and expenses, costs of renting replacements, cost of capital; cost of purchase or replacement of other goods, and other additional expenses, even if BETCO has been advised of the possibility of such damages.

G. Products manufactured by a third party ("**Third-Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Products. These Third Party Products are subject to separate warranties by Seller suppliers. Third-Party Products are not covered by the warranty in this Section. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. If and to the extent any Third-Party Product warranties are not transferrable by suppliers to the original Buyer, Seller, on behalf of Buyer, will as its sole obligation relating to components and materials subject to Third-Party Product warranties, assist and actively endeavor to assert Buyer's Third-Party Product warranty claim rights (excluding litigation). Any such

Third-Party Product warranty may be different in coverage or for a shorter term than that provided by Seller. Seller does not guarantee and shall have no responsibility or liability for suppliers' fulfillment of their respective Third-Party Product warranty obligations. Buyer acknowledges that Seller utilizes components and materials from many different suppliers on any given project. After timely receipt by Seller of written notification by Buyer of a warranty claim, Seller will determine which, if any, Third-Party Product warranties may apply and will report such determination to Buyer with copies of particular Third-Party Product warranties that may apply, identifying names of particular suppliers and applicable Third-Party Product warranty terms and exclusions.

H. Seller's standard limited warranties are not effective and are not binding on Seller unless and until Seller has been paid in full for the respective Order (including any applicable change orders) pursuant to these Terms.

#### VII. SELLER INTELLECTUAL PROPERTY INDEMNIFICATION

A. Provided Buyer is current with all payment obligations to Seller and otherwise is in full compliance with its obligations hereunder, and subject to the limitations set forth herein, if Buyer receives a claim that Products, or part thereof manufactured by Seller infringes a patent, Buyer shall notify Seller promptly in writing and give Seller information, assistance and exclusive authority to evaluate, defend and settle such claim. Where Buyer has furnished specifications/designs for the manufacture of the allegedly infringing Products, Buyer shall defend, indemnify and hold harmless Seller against third-party claims for infringement arising out of Seller's use of such specifications/designs.

#### VIII. LIMITATION OF LIABILITY

A. THE TOTAL LIABILITY OF SELLER ON ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OF ANY DEGREE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE MANUFACTURE, SALE, TRANSPORT, DELIVERY, RESALE, REPAIR, INSTALLATION, REPLACEMENT OR USE OF ANY PRODUCTS, SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE PRODUCT OR PART THEREOF WHICH GIVES RISE TO THE CLAIM, REDUCED BY ANY AMOUNT DUE SELLER. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE OF ANY DEGREE, STRICT LIABILITY OR PATENT INFRINGEMENT) OR OTHERWISE, SHALL SELLER, ITS AFFILIATES, SUBCONTRACTORS, OR SUPPLIERS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OR REPRESENTATIVES, BE LIABLE: (I) TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND OR NATURE OR IN ANY MANNER WHATSOEVER, OR (II) TO BUYER FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR SPECIAL DAMAGES OR COSTS (INCLUDING ATTORNEYS' FEES) OR LOST PROFITS, REVENUES, USE, TIME, SAVINGS, PROPERTY, DATA, GOODWILL, OR ASSOCIATED EQUIPMENT COST, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES, SERVICES OR REPLACEMENT POWER, OR DOWNTIME COSTS IN CONNECTION WITH OR ARISING OUT OF ANY ORDERS, PRODUCTS, OR SERVICES PROVIDED BY SELLER OR ANY BREACH OF THE SAME IN ANY MANNER, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THIS SECTION SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF ESSENTIAL PURPOSE, CONSIDERATION, OR OF AN EXCLUSIVE REMEDY. If Buyer transfers title to, or leases Products

sold hereunder to, or otherwise permits or suffers use by, any third party, Buyer shall obtain from such third party a provision affording Seller and its subcontractors/suppliers the protection of the preceding sentence. **Any action against Seller must be brought within 18 months after cause of action accrues.**

B. Liquidated damages are not applicable to any Order or Services hereunder.

C. Stacked Locker System. Buyer understands and acknowledges that the maximum recommended locker load capacity (the "Maximum Load Rating") for the Product known as the stacked locker system is 62.5 pounds per square foot. Seller shall have no obligation or liability to Buyer or to any end-user for any reason whatsoever for any claims, damages, costs, or losses in the event weight placed on the locker floor at any point exceeds 62.5 lbs. per square foot. Buyer acknowledges that it has a duty to and is solely responsible for notifying any end-users (e.g. the facility owner or operators, tenants, etc.) of the stacked locker system of this Maximum Load Rating. Weight applied in excess of the Maximum Load Rating will void the Seller's limited warranty with respect to the locker system and Buyer and end-user expressly assume the risk in so doing. Seller shall have no liability whatsoever to Buyer or any end-user in the event weight placed on the locker floor is in excess of 62.5 pounds per square foot.

#### IX. INDEMNIFICATION

A. Buyer (as "Indemnifying Party") shall indemnify, hold harmless, and defend Seller (the "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are incurred by and/or awarded against Indemnified Party (collectively, "Losses"), arising out of any third party claim alleging: (i) breach or non-fulfillment of any provision of these Terms by Buyer or Buyer's personnel; (ii) any negligent or more culpable act or omission of Buyer or its personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under these Terms or any Order; (c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Buyer or its personnel (including any reckless or willful misconduct); or (d) any failure by Buyer or its personnel to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under these Terms or any Order.

B. Notwithstanding anything to the contrary in these Terms, Indemnifying Party is not obligated to indemnify, hold harmless, or defend Indemnified Party against any claim (whether direct or indirect), to the extent such claim or corresponding Losses arise out of or result from Indemnified Party's negligence or more culpable act or omission (including recklessness or willful misconduct).

#### X. EXCUSABLE DELAYS

A. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to causes beyond Seller's reasonable control including, but not limited to: acts of God; war; terrorism; civil commotion; riots; embargoes; government regulations, orders, instructions or priorities; port congestion; acts of or failure to act on the part of Buyer or its agents/employees;

fires; floods; sabotage; nuclear incidents; earthquakes; storms; epidemics; pandemics; national emergencies; strikes; lockouts or other labor difficulties; shortages of or inability to timely obtain proper labor, Products, components, shipping space or transportation, fuel, supplies or power at current prices; or due to limitations imposed by the extent of availability of Seller's normal manufacturing facilities. Further, if Seller's performance of its obligations under any Order is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under these Terms or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

B. If a delay excused per the above extends for more than 90 days and the parties have not agreed upon a revised basis for continuing providing Products/Services at the end of the delay, including adjustment of the price, then either party (except where delay is caused by Buyer, in which event only Seller) upon thirty (30) days' notice may terminate the Order(s) with respect to the unexecuted portion of the Products/Services, whereupon Buyer shall promptly pay Seller its reasonable termination charges and any other amounts due, upon submission of Seller's invoices thereof.

#### XI. CONFIDENTIALITY; PROPRIETARY INFORMATION

A. Any non-public, confidential or proprietary information of Seller, including, without limitation, pricing information, Data (hereinafter defined), production processes or specifications, provided by Seller to Buyer is proprietary to Seller and shall be held in confidence by Buyer, shall only be used by Buyer in connection with the respective sale, and shall not be used for any other purposes or disclosed to third parties without Seller's prior written consent. Buyer shall be liable for any loss to Seller or commercial gain by others from unauthorized use of confidential information occasioned by Buyer's failure to comply with this provision. The purchase of Products shall not include any right to supply of technical information such as drawings or specifications.

B. Proprietary information, including drawings, documents, technical data, reports, software, designs, inventions and other technical information supplied by Seller in connection herewith, whether or not constituting a trade secret (hereinafter collectively referred to as "Data"), shall remain Seller's sole property and shall be held in confidence by Buyer. Data shall not be reproduced, used or disclosed to others by Buyer without Seller's prior written consent. Upon completion of Order(s), Buyer shall promptly return all Data to Seller together with all copies or reprints thereof then in Buyer's possession or control, and Buyer shall thereafter make no future use, either directly or indirectly, of any Data or any information derived therefrom without Seller's prior written consent. The foregoing shall in no way obligate Seller to provide or supply Data. Data shall not include information which is readily available to the public through no wrongful act of Buyer or others.

#### XII. DIES, TOOLS, PATTERNS

Seller's charges for dies, molds, patterns and the like represent the Buyer's proportionate cost thereof, it being expressly understood that they remain the exclusive property of Seller. Modifications made to dies, molds, patterns and the like in order to manufacture Products shall be at the sole discretion of Seller.

#### XIII. TAXES

Unless otherwise stated in writing, the invoice costs described herein are inclusive of any sales, gross receipts or sellers use taxes (hereafter collectively, "Sales Tax") levied by the states and territories of the United States or any other country, state or jurisdiction on transactions for the sale of taxable Products and Services sold to the Buyer by the Seller. Sales Tax included on any Order or Sale of Products, in any form, is estimated and subject to change. Buyers claiming exemption or exclusion from sales tax shall provide Seller with the applicable tax exemption documentation as required by federal, state, local and territorial law and Seller shall accept said documentation in good faith. Notwithstanding the above, it is Buyer's absolute obligation to review each invoice received from Seller and to advise Seller, in writing, within no more than sixty (60) days of the invoice date, as to any Sales tax included on the invoice in error. The failure to timely provide such written notice shall serve to waive any right of Buyer to require Seller to refund, or to seek a refund from any governmental agency, of any Sales Tax charged to Buyer, received by Seller, and remitted to any governmental agency. Notwithstanding the above, in the sole and absolute discretion of Seller, Seller may provide a credit or refund of Sales Taxes charged in error and, if Seller agrees to any such credit or refund, Seller may, in its sole and absolute discretion, condition such credit or refund upon receipt of a refund from the appropriate governmental agency.

Notwithstanding the foregoing, Buyer and Seller shall each be responsible for all federal, territorial, state and local taxes related to its own business income, employment tax, excise tax, motor carrier tax, real and personal property tax and/or any other tax that is based upon income and/or property. Seller may pass through various excise taxes, fuel taxes and/or other taxes directly associated with the sale of Products and Services and imposed upon sale of Products and Services to the Buyer on the invoice.

#### XIV. DAMAGES TO PRODUCTS

1. Seller's Products are packaged and loaded with care to minimize transit damage. However, due to road conditions and shipper handling procedures outside Seller's control, there are exceptions. Small dents or dings, as well as light paint damage due to wear and tear in transit, are classified as normal and, therefore, are NOT an approved reason to return or refuse delivery of the Products. Seller will supply touch up paint but cannot accept a return of any Product in a condition described in this paragraph.

2. Visible shipping damages other than those described in the immediately preceding paragraph must be reported to Seller, in writing, immediately. If Buyer sees physical damage to the carton, please show it to the delivery person and ask permission to open and inspect the package before signing for it. If Buyer notices damage to the item inside the carton **DO NOT ACCEPT IT AND DO NOT SIGN FOR IT!** Simply inform the driver that Buyer is refusing delivery due to damage and contact Seller at once to make a report so Seller can have a replacement shipped to Buyer as promptly as possible. Buyer **MUST check the Products or door(s) upon arrival as Seller cannot and will not be responsible for any damages or missing items once Buyer has already signed for them. In the event Buyer determines there is any damage other than as set forth in the immediately preceding paragraph or that is visible upon receipt, such damage must be reported within 72 hours of signing the shipping/delivery documents. No claim will be**

**considered or accepted that is not reported as set forth herein. Buyer acknowledges and agrees that the remedies set forth in this Section are Buyer's exclusive remedies for the delivery of damaged or non-conforming Products. Except as provided under this Section, all sales of Products to Buyer are made on a one-way basis and Buyer has no right to return Products purchased other than as set forth herein.**

3. According to the Door & Access Systems Manufacturers Association (DASMA), "a common occurrence with rolling door products, under normal usage of such products, is the wearing away of the painted surface of the curtain. This condition occurs as the result of the curtain repeatedly coiling upon itself, and then repeatedly uncoiling, upon the opening and closing of a rolling door." Therefore, normal wear and tear from metal to metal contact is not covered under the Seller's paint warranty.

#### XV. PRIVACY

Seller takes the privacy of all Buyers, vendors, and visitors to our websites and mobile applications very seriously. Seller's privacy policy located at:

<https://f.hubspotusercontent40.net/hubfs/6413990/BETCO%20Privacy%20Policy%2011%201%2020%20Final.pdf>

informs you how Seller handles privacy matters. Contact [privacy@janusintl.com](mailto:privacy@janusintl.com) for further questions.

#### XVI. ANTI-CORRUPTION

Buyer agrees that in connection with its purchase hereunder, it shall comply with all applicable anti-corruption laws, including the Foreign Corrupt Practices Act of 1977 (15 U.S.C. Sections 78DD-1, et. seq.). Seller may terminate this agreement or any Order hereunder if it has a good faith belief that Buyer has violated, intends to violate, or has caused a violation of any anti-corruption laws.

#### XVII. GENERAL

A. The rights and obligations of the Buyer and Seller hereunder shall be governed in all respects by the law of the State of North Carolina, U.S.A. At the sole option of BETCO, any dispute, claim, or controversy arising out of or related to this Agreement or any Order hereunder, or the breach thereof shall be submitted to mandatory and binding arbitration pursuant to the Construction Industry Rules of the American Arbitration Association, unless the parties mutually agree otherwise in writing. Each party shall carry on with the performance of their respective duties under this Agreement

or any Order, whether partial or complete, during the pendency of such proceeding. The arbitration shall be before a single arbitrator mutually agreed upon by the parties from the panel of neutrals or, if no such agreement can be reached, by selection pursuant to the rules of the Arbitration service selected. The Arbitration Award shall be final and binding and shall be enforceable in any court of competent jurisdiction. Nothing herein shall preclude a party from filing suit for the purpose of obtaining temporary or preliminary injunctive relief or to compel arbitration pursuant to the terms of this Agreement. The United Nations Convention on the International Sale of Products shall not apply. Notwithstanding the above provisions for mandatory arbitration, neither party shall be precluded from filing an action to compel compliance with the terms of this paragraph. The exclusive forum for adjudication of any such action to compel arbitration shall be in either federal court in the Western District of North Carolina or state court in Iredell County, North Carolina. Buyer and Seller hereby consent to personal jurisdiction and venue in such courts in any proceeding authorized hereunder.

B. Seller shall be entitled to recover any attorney's fees and costs incurred in the course of any collections efforts for payments due and owing hereunder or in connection with any arbitration proceeding or complaint to enforce same.

C. These Terms and Conditions of Sale, together with any other terms specifically agreed to in writing by Seller, constitute the entire agreement between Buyer and Seller and supersede any prior or contemporaneous representations, agreements, proposals, warranties, or understandings, oral or written, express or implied. No waiver, modification, amendment, rescission or other change to these Terms and Conditions of Sale shall be binding unless specifically agreed to in writing by an authorized representative of Seller.

D. The invalidity, of any part hereof shall not affect the validity of the remainder. The failure of Seller to assert any right at any time hereunder shall not prevent Seller's subsequent assertion of the same or different rights.

E. Buyer may not assign this contract without the prior written approval of the Seller in Seller's sole and exclusive discretion.

#### XVI. STATUTORY REQUIREMENTS

Seller reserves the right to make any changes in the general specifications of the Products which are required for the Products to conform to any statutory or other applicable legal requirement.

## EXHIBIT A

### A. PERFORMANCE OF INSTALLATION SERVICES

A.1. When required by an Order or Sale of Products, installation Services shall mean the services and materials, whether completed or partially completed, including all other labor, materials, equipment and services provided or to be provided by the Seller to fulfill the Seller's obligations under the Order or Sale of Products and any exhibits thereto or referred to therein.

A.2. With respect to the Services, Seller shall (i) execute the Services and materials required by each Order or Sale of Products, or execute the Services pursuant to such other document as the Seller and Buyer may mutually agree upon; and (ii) in its sole discretion, provide a crew of men suitable to perform the Services hereunder or suitable in order to meet a mutually agreed upon schedule pertaining thereto. In the event additional crew is required as a result of changes in scope, additional costs may apply. Seller uses non-union labor.

A.3. Seller shall not be responsible for (i) providing electrical, heat, water or other utility services; (ii) water stains, water removal, or clean up in the Services area, or (iii) for delays or additional costs incurred as a result of the failure to comply with any state or local building ordinances not specifically identified by Buyer or its representative, in writing, at the time of Order or Sale of Products.

A.4. With respect to the Services, Buyer shall (i) pay the Seller the amount for Services agreed upon in current funds in accordance with the terms set forth herein; (ii) secure and pay for the building permit as well as all other permits, fees, licenses and inspections necessary for proper execution and completion of the Services; (iii) provide safe and secure storage area for all material, tools, equipment, or Products related to the Services hereunder; (iv) provide clear and unobstructed, 10 x 10 minimum, loading area into building; (v) secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities; (vi) provide Seller with a clear path for continuous work by installing MEP work and fire protection prior to Seller installation; (vii) provide Seller with a dry and clean work area; (viii) provide all temporary facilities, including power, water, sanitation, adequate lighting, dumpsters, and free use of elevator or hoist without appointment; and (ix) provide Seller with any other item not specified hereunder as may be necessary for Seller to complete the Work and fulfill its obligations under the Order or Sale of Products.

A.5. Unless otherwise included in the Order or Sale of Products, (i) labor is excluded for custom field cutting of any of Seller's Products as part of any accommodation for obstructions. Such obstructions may be defined as but not limited to: HVAC, electrical conduits, sprinkler pipes, and any other obstruction that may pass through or around the hallway/partition system provided by Seller; (ii) material and labor are excluded for lining and trimming around the following areas: perimeter walls existing or provided by the building manufacturer, any walls composed of concrete or drywall, columns located anywhere either inside or outside of storage areas, exposed beams visible from the hallway or inside storage units, insulated walls exposed in hallways or from inside storage units, man doors located inside hallways or on walls provided by others, windows located on perimeter walls or in areas visible from

hallway, inside stairwells, elevators entrances, entry vestibules, around hollow metal door(s) located in and around the hallway system, and covering any fire spray applications; and (iii) material and labor is excluded from pipe wrapping.

A.6. Buyer shall be responsible for any arrangements necessary for any cutting of the hallway/partition system, if required. Any damage to the hallway/partition system due to field cutting caused by an unauthorized Installer of Seller voids any warranty provided by Seller and is the sole responsibility of the Buyer. Buyer understands that Seller may use power activated tools and some chipping and cracking may occur that Seller will not be responsible for.

A.7. All site work, masonry, concrete and foundation work and work to secure any materials embedded in masonry or concrete will be completed by Buyer at its expense prior to delivery of materials. Buyer shall ensure that concrete grade slabs are level or at least consistent with reasonably accepted industry standards at all times unless otherwise specified in these Terms. Concrete work by Buyer must comply with BETCO's designs and drawings. BETCO may, but is not required to, make any necessary corrections in concrete work, may charge any extra cost incurred in so doing to Buyer, and may extend the completion date under this Agreement or any Order to account for any extra time incurred in case of non-compliance, after giving Buyer written notice by certified mail and seven (7) days to determine a corrective action plan to immediately implement. In the event Buyer must determine a corrective action plan, the completion date under this Agreement or any Order will be extended by the aggregate amount of time spent by Buyer both in Buyer's determination and implementation of the foregoing corrective action plan. Foundation and concrete design is based on minimum requirements as stated and shown on the foundation plans. BETCO assumes no responsibility for improper installation of the foundations or floor slabs, including but not limited to improper installation that may affect the structural integrity of the buildings, nor is BETCO liable for property damage, personal injury, or any other loss resulting from faulty foundation or floor installation.

A.8. Buyer is responsible for ensuring that the job site is at all times freely accessible to BETCO personnel. Buyer must ensure that the job site is properly graveled or paved prior to any delivery of materials to facilitate delivery and installation of materials and other items. Gravel must be product grade ABC, also known as crush and run. Buyer is responsible for having slabs free of debris both man made and that caused by nature during the construction process. The use of salt to melt ice and/or snow is prohibited. All Other Trades working at the site, i.e. HVAC, Electrical, etc., will be considered secondary and must not prohibit, interfere or delay BETCO during the erection of the building or the interior. Should any damage to BETCO materials or delay in BETCO's completion of the Work occur by Other Trades, Buyer or Other Trades will be responsible, unless damage was caused solely by BETCO or its agents.

A.9. Temporary or permanent power, as is deemed necessary in good faith by BETCO, shall be provided by Buyer at Buyer's expense prior to delivery of materials so that no portion of any building requires drop cords longer than 200 feet. Power must be available in 120 volts every 200 feet throughout the job site. Buyer must

supply a single 15 amp duplex receptacle per 20 amps circuit at Buyer's expense. BETCO may provide generators upon advance written request by Buyer, provided that generators are available. The total cost of the generator(s) will be paid by the buyer. Temporary or permanent water and toilets, as are deemed necessary in good faith by BETCO, shall be provided by Buyer at Buyer's expense. Buyer shall provide broom clean slabs prior to

materials delivery. BETCO is to do the same at completion. Trash is to be stockpiled on site by BETCO in a dumpster supplied by Buyer. Any and all materials placed in the dumpster shall be broken down to its smallest form so as not to waste dumpster space and Buyer agrees removal of the dumpster is at Buyer's expense.

## EXHIBIT B

### **B. PERFORMANCE OF ROOF RELATED SERVICES AND PRODUCTS**

**B.1. Roofing Scope of Work.** BETCO is not the Engineer of Record ("EOR") and does not provide engineering or architectural services. It is the Buyer or Owner's responsibility to retain a licensed architect or EOR to determine proper design and code compliance, including a determination as to whether and what type of a vapor or air barrier is required. If plans, specifications, or other design documents have been furnished to BETCO, Buyer warrants that they are sufficient and conform with all applicable laws and building codes. BETCO is not responsible for any loss, damage, or expense due to defects in plans, specifications, or building code violations unless such damage is a direct result of a deviation made by BETCO in conflict with what was previously provided. Unless included as part of BETCO's scope of work, BETCO is not responsible for: (i) condensation, (ii) moisture migration from the building interior, roof deck, or other building components, (iii) location or size of roof drains, (iv) adequacy of drainage, (v) ponding on the roof, (vi) structural conditions, or (vii) the properties of the roof deck or substrate where BETCO's roofing work is installed. BETCO is not required to replace or repair any existing roof penetrations unless specifically included as part of the scope of work. BETCO is not liable for repairing roof penetrations caused by a party other than BETCO. In the event work performed by BETCO is damaged in any manner by Buyer or any third party, then Buyer shall reimburse BETCO on a time and material basis for repairs to BETCO's work, which resulted from the acts or omissions of Buyer or third parties.

**B.2. Protection of the Interior.** Buyer understands and acknowledges that re-roofing of an existing building may cause disturbance, dust, debris, fireproofing, or materials to fall into the interior. Buyer shall remove or protect property directly below the roof in order to minimize potential interior damage. BETCO shall not be responsible for: (i) the disturbance or detachment of fireproofing or other materials from the underside of the deck, or (ii) damage, clean up, or loss to interior property (including property that may belong to third parties) that Buyer did not remove or protect prior to commencement of roofing operations. Buyer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed prior to BETCO's commencement of the work. Buyer agrees to indemnify, defend, and hold BETCO harmless from any and all claims of tenants or any third parties who were not so notified and did not provide protection.

**B.3. Roof Deck; Repairs.** Buyer warrants that the deck and structures on which BETCO is to work are in sound condition and capable of withstanding roof construction, equipment and operations. BETCO's commencement of roof installation indicates only that BETCO has visually inspected the surface of the roof deck for visible defects. Unless included as part of BETCO's scope of work, BETCO is not responsible for the structural sufficiency, quality of construction, undulations, fastening, or moisture content of the roof deck or other trades' work or design. BETCO is not responsible to test or assess moisture content of the deck or substrate.

**B.4. Deck Repairs; Insulation; Unforeseen Conditions.** Any work required to replace rotten, missing, deteriorated, rusted, or crumbling decking shall be done on a labor and material or unit

price basis as an extra unless specifically included in the BETCO scope of work. When re-roofing over an existing roof, replacement of visible wet or deteriorated insulation will be an extra or billed at unit prices unless otherwise stated in the scope or work or in the respective proposal. Unforeseen conditions that may affect the work will be reported to Buyer and authorization requested prior to the commencement of permanent repairs.

**B.5. Limitation of Liability; Inspections.** BETCO conducts inspections of Buyer's roof and issues inspection reports as a courtesy to Buyer and at a nominal fee. Buyer and BETCO agree that BETCO does not warrant or guarantee that the inspection will discover every potential source of roof failure or leak. BETCO also does not warrant or guarantee that the inspection will cause the roof to last for the full life of the manufacturer's warranty or as long as noted in the inspection report. Should the roof experience a leak or failure that Buyer alleges BETCO should have discovered during the inspection, Buyer and BETCO agree that BETCO's maximum liability arising out of the alleged missed failure will be BETCO's fee for the inspection. Buyer's exclusive remedy against BETCO, its owners, affiliates agents, and employees for any claimed failure or leak that Buyer alleges BETCO did not discover is to claim for return of BETCO's fee for the inspection and report. **Buyer and BETCO agree that BETCO is not liable for any consequential, indirect, special, incidental, exemplary, or punitive damages arising out of or in connection with any claimed roof failure or leak that BETCO did not discover during the inspection or note on BETCO's inspection report.**

**B.6. Wind Loads or Uplift Pressures.** BETCO is not responsible for design (including calculation or verification of wind-load design). To the extent minimum wind loads or uplift pressures are required, BETCO's bid is based solely on manufacturer's printed test results. BETCO itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift. BETCO makes no representation or warranty regarding the responsibility for the soundness of any structure and therefore offers no opinion on and expressly disclaims any responsibility for the soundness of any structure. Buyer understands and acknowledges that BETCO shall not be liable for any structural failure or damages resulting from said structural failure(s). It is Buyer's express responsibility to consult a competent structural engineer prior to installation if the structural soundness or structural ability to properly support a planned installation is in question.

**B.7. Tolerances.** All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

**B.8. Fumes and Emissions.** Buyer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by BETCO. Buyer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors, and other openings to prevent fumes and odors from entering the building. Buyer is aware that roofing products emit fumes, vapors, and odors during the application process. Some people are more sensitive to these emissions than others. Buyer shall indemnify, defend, and hold BETCO harmless from claims from third parties

relating to fumes and odors that are emitted during the normal roofing process.

**B.9. Roof Top Safety.** Buyer warrants there will be no live power lines on or near the roof servicing the building where BETCO will be working and that Buyer will turn off any such power supplies to avoid an electrocution risk to BETCO employees or subcontractors. BETCO's price is based upon there not being electrical conduit, cables, wires or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which BETCO or its subcontractors will be installing the new roof. Buyer will defend, indemnify, and hold harmless BETCO from personal injury and other claims and expenses if Buyer fails to turn-off power or to cause power to be turned off so as to avoid injury to BETCO personnel or subcontractors or resulting from the presence of electrical conduit and live electrical power. BETCO is not responsible for costs of repair or damages, including, without limitation, disruption of service resulting from damage to undisclosed or concealed electrical or other utility lines. Buyer shall shut down (or shall cause to be shut down) roof located electronic equipment that emits or receives radio frequency waves while BETCO is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and Buyer shall defend, indemnify and hold BETCO and its personnel harmless from any personal injury claims resulting from a failure by Buyer or the Owner to do so. BETCO is not responsible for the safety of persons on the roof other than its own employees. Owner and Buyer agree to indemnify, defend, and hold BETCO harmless from claims for personal injury by persons or entities whom Owner or Buyer have allowed or authorized to be on the roof.

**B.10 Site Conditions.** BETCO shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. BETCO shall not be required to begin work until underlying areas are ready and acceptable to receive BETCO's work and sufficient areas of roof deck are clear and available and free from snow, water, or debris to allow for continuous and full operation. If BETCO is required to perform its work out of sequence, to undertake multiple mobilization and demobilization efforts, or to work around obstructions or equipment that were not shown on the original plans, BETCO shall be entitled to additional compensation and time commensurate with the additional costs and time expended by BETCO. The raising, disconnection, re-connection or relocation of any mechanical equipment on the roof that may be necessary for BETCO to perform the roofing work shall be performed by others or treated as an extra.

**B.11 Hazardous Conditions.** In the event BETCO encounters any hazardous materials or conditions while performing the work, BETCO may stop work until such time a fee has been negotiated with Buyer for the removal of the hazardous material. Hazardous materials shall mean any materials that because of the quantity, concentration, or physical chemical characteristics may pose a real hazard to human health or the environment. Hazardous materials shall include, but not be limited to, flammable and combustible materials, toxic materials, corrosive materials, aerosols, compressed gases, mercury, asbestos, bulk fuels, medical waste, and chemical, biological and radiological materials. Buyer shall defend, indemnify, and hold BETCO harmless from any direct or third-party claims related to or arising out of any hazardous materials.

**B.12. Warranty.** New roofing and re-roofing work will be warranted by BETCO in accordance with the terms and conditions of this Exhibit B and BETCO's limited warranty, which is made a part of these terms and conditions and is hereby incorporated by reference. IN NO EVENT SHALL BETCO BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES. The acceptance of this proposal by the Buyer signifies his agreement that this warranty shall be and is the exclusive remedy against BETCO. A manufacturer's warranty shall be furnished to Buyer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Buyer shall have recourse only against the manufacturer of such material.

**B.13. Existing Conditions.** BETCO is not responsible for leakage through the existing roof or other portions of the building that have not yet been re-roofed by BETCO. If applicable, BETCO is not responsible for satellite dish recalibration unless specifically stated in the scope of work.

**B.14. Mold.** BETCO is committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Buyer will make periodic inspections for signs of water intrusion and act promptly including prompt notice to BETCO if Buyer believes there are roof leaks in order to correct the condition. Upon receiving notice, BETCO will make roof repairs provided the repairs arising out of its original work. Buyer or Owner is responsible for monitoring any leak areas and for indoor air quality. BETCO is not responsible for mold or indoor air quality. Buyer shall defend, indemnify, and hold BETCO harmless from claims due to indoor air quality and resulting from a failure by Buyer or Owner to maintain the building in a manner to avoid growth of mold. In performing roof maintenance or repair services, it is understood and agreed that BETCO is held harmless by Buyer and Owner and released from any and all liability in connection with or, directly or indirectly, arising out of any pre-existing or future mold problems. Buyer and Owner waive any direct, incidental, special, indirect, exemplary, punitive, or consequential damages, including damage to the building structure, contents or health problems, attributable to past, present or future water intrusion and associated mold, fungus, mildew, or algae growth. Buyer and Owner WAIVE ALL RIGHTS OF SUBROGATION against BETCO and its subcontractors from damages related to such issues, in whole or in part.

**B.15. Oil-canning.** Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factors such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels. The type of metal roofing panels specified can affect the degree of oil-canning. BETCO is not responsible for oil-canning or aesthetics. **The presence of oil-canning is not justification to withhold payment or to reject panels of the type specified.**

**B.16. Material References.** BETCO is not responsible for the actual verification of technical specifications of product manufacturers (i.e., R-value or ASTM or UL compliance), but rather the materials used are represented as such by the material manufacturer. All materials and work shall be furnished in accordance with normal

industry tolerances for color, variation, thickness, size, weight, amount, finish, texture, and performance standards.

**B.17. OSHA.** Both BETCO and Buyer shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in their performance under this agreement.