

RJ KIRKLAND CONSTRUCTION CO., INC.'S TERMS AND CONDITIONS OF SALE

RJ Kirkland Construction Co., Inc. (RJK) and Customer hereby acknowledge and agree that any and all agreements, contracts and/or understandings between RJK and Customer shall be governed by, and subject to, the Terms and Conditions set forth below. By entering into an agreement and/or contract with RJK including, but not limited to, Proposals, Quotes, Estimates and/or Change Orders, Customer hereby acknowledges receipt and on-going acceptance of the foregoing Terms and Conditions, which may be amended from time-to-time. The most current version of RJK's Terms and Conditions of Sale is posted on RJK's website (www.rjkco.com). Customer may request a hard copy of RJK's current Terms and Conditions from RJK at any time, by sending a written request to RJK Construction, Co., 4964 Campbell Road, Willoughby, Ohio 44094, Attention: Terms and Conditions.

1. ARBITRATION. Customer agrees that any Dispute between Customer and RJK will be resolved exclusively and finally by the arbitration administered by the American Arbitration Association (AAA). The arbitration shall be conducted by submission of documents, by telephone, online or in person. Any decision rendered in such arbitration proceeding will be final and binding on each of the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party commence a Dispute in a forum other than AAA, the arbitrator may award the other its reasonable costs and expenses, including attorney's fees, incurred as a result of staying or dismissing such other proceeding or in otherwise enforcing compliance with this provision. Customer understands and agrees that, in the absence of this provision, Customer would have the right to litigate Disputes through a court and Customer has knowingly and expressly waived that right and further agrees to resolve any and all Disputes through binding arbitration in accordance with the provisions of this paragraph.

This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* In the event that AAA is unavailable to perform the arbitration services contemplated by this section, either party may make an application to a court of competent jurisdiction for the limited purpose of designating and appointing an arbitrator pursuant to Section 5 of the Federal Arbitration Act (9 U.S.C. § 5). For purposes of this section: (i) the term "Customer" means the original purchaser and his/her agents, affiliate, representatives, beneficiaries and heirs; (ii) the term "Dispute" means any dispute, controversy or claim arising out of or relating to: (a) the agreements and/or these terms and conditions, their interpretation, or the breach, termination, applicability, enforcement and/or validity thereof; (b) the purchase and/or use of any product, material, accessory and/or service from RJK; or (c) any other dispute arising out of or relating to the relationship between the Customer and RJK; and (iii) the term "RJK" means RJK Construction Co., Inc. and its current and former its subsidiaries, affiliates, owners, officers, directors, employees, beneficiaries, agents and assigns. Additional information may be obtained from AAA at www.adr.org, by calling (800) 778-7879 or by writing to 16333 Broadway – 10th Floor, New York, NY 10019.

2. CUSTOMER'S RIGHT TO CANCEL. Customer shall be permitted to cancel the agreement by completing the attached "Notice of Cancellation" and, within three (3) business days from the date of said agreement, returning it to RJK in full accordance with the instructions set forth thereon. In the event that Customer cancels the agreement within three (3) business days and in full compliance the instructions set forth in the "Notice of Cancellation," RJK shall return to Customer any and all payments made under the agreement within ten (10) business days of RJK's timely receipt of the "Notice of Cancellation." Any attempt to cancel the agreement after the initial three (3) day cancellation period will be evaluated on a case-by-case basis and may or may not be honored by RJK, in its sole discretion. In all circumstances, any cancellation of the agreement after the initial three (3) day cancellation period that is honored by RJK (if any), shall result in the Customer being responsible for: (i) paying for all materials that have been ordered and/or installed plus any and all other costs and expenses incurred by RJK, including labor costs, relating to work and/or services that have been performed; plus (ii) liquidated damages in the amount of quoted and/or estimated price of the work that was the subject of the agreement.

3. RJK'S RIGHT TO CANCEL. RJK may cancel any and all agreements governed by these Terms and Conditions within the earlier of: (i) forty-five (45) days from the date of the agreement; or (ii) the commencement of the work and/or services contemplated by the agreement. In the event that the agreement with Customer is cancelled by RJK, the deposit paid by Customer (if any) will be refunded to the Customer, without interest, within ten (10) business days.

4. AUTHORITY OF CUSTOMER. Customer hereby represents and warrants that s/he is: (i) the legal owner of the property that is the subject of the agreement; (ii) authorized to enter into a contractual agreement with RJK; (iii) authorized to grant RJK access to the property for the purposes of performing the work and services contemplated by the agreement; and (iv) otherwise authorized to contract for, and consent to, the work and services that are the subject of said agreement. Customer further authorizes any and all joint signatories, if any, and Customer's agents, representatives, servants, employees and attorneys-in-fact to execute and deliver to RJK any and all necessary documents, including Change Orders (referred to below), in order the consummate or otherwise fulfill the agreement with RJK.

5. RESPONSIBILITIES OF CUSTOMER. It is Customer's responsibility to ensure that both the exterior and interior of the property is prepared prior to, and during, the completion of the work contemplated by the agreement. RJK shall not be responsible for any damages and/or losses resulting from the Customer's failure to comply with the instructions and responsibilities set forth in this paragraph. Customer hereby represents and warrants that s/he has been advised that the removal of permanently attached building materials (i.e., roofs, roofing materials, gutters and siding) often disturbs and can cause vibrations throughout the structure(s). As such, Customer shall be responsible for securing and/or removing all personal property and valuables from walls, ceilings and/or shelving including, but not limited to, chandeliers, paintings, plates, vases, trinkets and other personal property and Customer is hereby instructed to secure and lock away all such items. Customer hereby agrees that RJK shall not be responsible for any damage or loss related to any such property. RJK strongly recommends that the Customer disconnect all connections related to television and/or satellite reception (including cabling, wiring and hardware) in addition to all interior solar panel connections and venting (if applicable). The Customer further represents and warrants that s/he has been advised that, despite RJK's best efforts: (i) the work contemplated by the agreement may cause inconvenience and/or discomfort; and (ii) the work may inadvertently result damage, such as: (a) cracking, splitting and flaking of interior walls/paint and nail pops; (b) debris falling into attics, porches, decks, patios (if applicable) or onto lawns, trees, shrubbery, landscaping, flowers and/or irrigation systems; and (c) damage caused by material delivery trucks and/or equipment associated with the completion of the work. The Customer is instructed to, and shall be solely responsible for, securing, removing and/or covering all such areas and/or property and RJK shall not be responsible for any such damage to said property. Furthermore, it is the Customer's responsibility to, prior to the commencement of any work, inspect all areas of the structure that are within four (4) inches of the roof deck for any wiring, service lines and/or improvements (i.e., HVAC lines, duct work, ventilation pipes, cable/telephone lines, water lines, etc.) and to specifically advise RJK's on-site supervisor of any specific areas and/or property of concern. RJK shall not be responsible for any damage to any such wiring, service lines and/or improvements that were not specifically identified by the Customer prior to the commencement of work.

6. MATERIALS AND CHANGE ORDERS. RJK shall provide the necessary labor and materials to complete the work as specified in the agreement. RJK cannot guarantee, and shall not be responsible for, ensuring and exact match (color or otherwise) of any and all materials including, roofing, gutters, siding, windows, doors, decking, railings, fasteners, flashings and/or metal work. RJK reserves the right to, in its sole discretion, substitute specified materials with materials that are of a substantially similar quality, like and kind. Customer and RJK hereby agree that any changes made to the work that is required by regulatory agencies shall constitute additional costs that are the responsibility of the Customer, unless otherwise provided for in the agreement. Additionally, if, during the performance of the work, Customer makes any changes or modifications to the specifications set forth in the original agreement, or it is determined that additional labor and/or materials are required beyond what is specified in the original agreement, the Customer will be provided with a written Change Order and the additional labor and/or material costs, as specified therein, will be billed to the Customer.

7. LIMITATION OF LIABILITY AND DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES. Except as expressly set forth in writing by RJK, neither RJK nor any of its respective agents make any warranties of any kind, either express or implied, of merchantability, suitability or fitness for a particular purpose with respect to work, products and/or services provided under the agreement. RJK's cumulative liability to Customer and all other parties for any loss or damages resulting from any claims, demands, or actions arising out of or related to the agreement shall not exceed the total amount paid to RJK under the agreement. RJK shall not be liable for any special, incidental, consequential, exemplary, punitive or other indirect damage, or for lost profits arising out of the products or services provided herein, even if RJK has been advised of the possibility of such damages. Some jurisdictions do not allow for exclusion of implied warranties or limitation of liability for incidental and/or consequential damages, so the above limitations and/or exclusions may not apply. In the event that the above referenced limitation of liabilities and/or disclaimer of warranties are prohibited by law, the parties agree that the liability of RJK and its respective agents shall be limited to the greatest extent permitted by law.

8. RJK LIMITED WARRANTY. Subject to the conditions set forth below, Customer will be provided with a sixty (60) month limited warranty for all labor costs associated with the work performed by RJK in connection with the agreement, which shall immediately commence on the day that the work that is the subject of the agreement is completed. The limited warranty provided by RJK relates to defects in workmanship only and does not cover material/product defects, including, but not limited to, caulking materials, sealant, reflective coating, painting surfaces, metal materials, or damages caused by: (i) Customer's failure to perform normal maintenance; (ii) any condition created by, or resulting from, work performed by anyone other than RJK; (iii) inadequately ventilated or non-ventilated structures and/or roof decks; (iv) existing HVAC and/or insulation systems; (v) ice back up or ice damming; (vi) fungus, moss, lichens, mold, mildew, moisture or other naturally occurring conditions, such as discoloration, shading, staining and/or rot; and/or (vi) acts of God. In order for the RJK limited warranty to be effective, Customer must have: (1) paid, in full, all sums owed to the RJK under the agreement; (2) provided written notice to RJK: (a) for any defect, failure or problem related to water, including leaking and/or ponding, immediately but no later than twenty-four (24) hours after Customer's discovery; (b) for any defect, failure or problem not related to water but related to the work performed by RJK, within three (3) business days of Customer's discovery, all such notices shall be sent to RJK at: RJ Kirkland Construction, Co., 4964 Campbell Road, Willoughby, Ohio 44094, Attention: Claims Administrator; and (3) Customer shall not permit any party, other than RJK, to, in any way, alter or repair any work previously performed by RJK. Customer's failure to strictly adhere to the preceding instructions and directions shall result in the RJK limited warranty being rendered null and void. Upon receipt of notice of a claim by Customer, RJK will schedule a service call whereby a RJK representative will view the condition of the property and make a determination as to whether Customer is entitled to coverage under the RJK limited warranty. In the circumstance of a service call concerning a condition that is not the subject of coverage, RJK will provide Customer with a free written estimate, assuming the remedial work falls within the scope of services provided by RJK. If the remedial work does not fall within the scope of services provided by RJK, or the Customer elects not to proceed with the work set forth in the written estimate, Customer shall be responsible for paying RJK a service call fee of One Hundred Seventy Dollars (\$170.00) plus an hourly fee of Eighty Five Dollars (\$85.00) for all service calls that exceed two (2) hours, including driving time.

9. MANUFACTURER WARRANTY. The materials utilized in connection with the work may, or may not, be subject to a manufacturer warranty against certain defects. Customer hereby acknowledges and agrees that RJK has no responsibility with respect to coverage and/or liability related to any and all warranties offered by manufacturers. Warranties related to materials vary significantly by manufacturer and the specific product types and specifications of the materials selected by the Customer. Customer is hereby advised that manufacturer warranties are subject to the Customer meeting the necessary eligibility requirements and otherwise satisfying the manufacturer's specific guidelines, terms and conditions related to said warranties. Additional information concerning manufacturer warranties may be obtained from literature supplied by the manufacturer or by visiting the website of the appropriate manufacturer: CertainTeed (www.certainteed.com) and/or GAF (www.gaf.com).

10. FORCE MAJEURE. In the event that RJK is delayed or hindered in, or prevented from, its performance of any obligation of the agreement as a result of strikes, lockouts, shortages, or failure of supply of labor, fuel or materials, acts of God, causes associated with weather, acts, or requirements of any public authority, enemy act, act of war, act of terrorism, civil disorder or commotion, fire or other casualty, or any of cause of circumstance beyond the reasonable control of RJK, then the performance of such obligation(s) shall be excused for the period of such delay, hindrance or prevention and the period for the performance of such obligation shall be extended by the number of days equivalent to the number of days of such delay.

11. RJK QUOTES/ESTIMATES. Any and all quotes and/or estimates provided to the Customer by RJK are subject to Customer's acceptance of these Terms and Conditions. Any and all quotes/estimates provided by RJK that are older than thirty (30) days is subject to price changes, if applicable, when converted to an order.

12. MINIMUM DEPOSIT. RJK may require that Customer pay a deposit in a specified amount prior to commencing work, with the balance due upon completion. Except as otherwise approved by RJK management, no jobs will be scheduled and/or commenced without a deposit.

13. PAYMENT TERMS. All payments made under the agreement shall only be made payable to RJK. Any and all balances owed by Customer shall be immediately due and owing upon completion of the work as set forth in the agreement. Customer fail to timely pay the balance owed, in full, within fifteen (15) days of the completion of the work, the Customer shall be subject to, and agrees to pay, a one time late fee of Forty Dollars (\$40.00) plus interest shall be charged on all outstanding amount at the rate of one and one half percent (1.5%) per month (18% APR). If Customer provides RJK with a check, or authorizes RJK to collect a pre-authorized payment, electronic payment, or any other form of payment that is returned due to insufficient funds, or payment is otherwise declined, Customer shall be subject to, and agrees to pay, RJK an additional processing fee of Forty Dollars (\$40.00) for each such occurrence. In the event that Customer fails to satisfy the total balance owed within sixty (60) days of the completion of the work, RJK reserves the right to take any action permitted under law and, in the event that legal proceedings are commenced, RJK shall be entitled to recover any and all costs and expenses, including reasonable attorneys' fees, incurred as a result of Customer's failure to meet the payment terms set forth herein or otherwise enforcing these Terms and Conditions.

14. NON-WAIVER. The failure by either party to require the strict performance of any obligation assumed by the other party under these Terms and Conditions, or the failure of either party to exercise any right or remedy to which it is entitled, shall not constitute a waiver nor cause a diminution in the rights or obligations set forth in the agreement including, without limitation, these Terms and Conditions. None of the provisions of these Terms and Conditions shall be held to have been waived by any act or knowledge of the parties, and may only be waived by a written instrument executed by the party to be bound thereby. Waiver of any default shall not constitute a waiver of any other or subsequent default.

15. AMENDMENTS. RJK hereby reserves the right to amend, revise, modify and/or change, in its sole and complete discretion and upon thirty (30) days written notice to Customer, any term or provision of the agreements and these Terms and Conditions. No amendment, revision, modification and/or change to the agreement shall be effective unless it is in writing and executed by a duly authorized representative of RJK.

16. ENTIRE AGREEMENT. The agreement between RJK and Customer (i.e., Proposal, Quotes, Estimate or Change Order) shall be subject to these Terms and Conditions and shall constitute the final, complete and exclusive agreement between the parties with respect to the services or products described therein, and supersedes any prior or contemporaneous oral or written agreement(s), proposal(s), warranties and representations. These Terms and Conditions shall prevail over any conflicting or additional terms of any and all quote(s), order(s), invoice(s), or other communications, whether oral or written.

17. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of the Agreement shall continue in full force and effect.

NOTICE OF CANCELLATION

Date of Transaction: _____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition when received, any good delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail, or deliver a dated copy of this cancellation notice or any other written notice, or send a telegram, to RJ Kirkland Construction Co., Inc. 4964 Campbell Road, Willoughby, Ohio 44094 not later than midnight of the third business day after the above date.

I hereby cancel this transaction.

Date

Signature

[Print]