

GENERAL CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS FORM AN INTEGRAL PART OF THIS PROPOSAL, AND OF THE CONTRACT WHICH WILL BE ENTERED INTO BY YOU (THE "OWNER") AND BURNS & SCALO ROOFING COMPANY, INC. ("BURNS & SCALO") ONCE THEY HAVE PROPERLY SIGNED THIS PROPOSAL.

TERMS OF PAYMENT: Owner agrees to pay for the work set forth on the reverse side of this proposal (the "Work") immediately upon completion. All payments by Owner shall be in cash or immediately available funds. Owner agrees that if Owner shall fail to make timely payment of any installment of the Contract Price when due, Owner shall pay Burns & Scalo interest at the rate specified in this proposal.

CANCELLATION: Owner may have certain rights by law to cancel this Contract within three (3) days following Owner's signature to this Contract, and this paragraph will not apply to any such cancellation rights. If Owner otherwise cancels this Contract at any time before commencement of the work, Owner agrees to pay fifteen (15%) per cent of the Contract Price to Burns & Scalo as liquidated damages and not as a penalty, to meet the costs and expenses necessarily incident to the business of Burns & Scalo in connection with this Contract. Cancellations shall not be effective unless Burns & Scalo receives Owner's written notice of cancellation together with the applicable cancellation fee.

ADDITIONAL CHARGES; EXTRA WORK: Unless specifically set forth on the reverse side, the Contract Price does not include any of the following extras or additional work ("Extra Work"): (a) the removal of snow, ice or other debris; (b) repairs to the existing structure and support of the roof or other preparation work necessary to install the Work; (c) roof drain replacement or cleaning to provide proper drainage flow; (d) repair of pre-existing interior or exterior damage; (e) repair of damage to the Work caused by or the fault of Owner or any third parties; (f) any labor required to be done other than during regular working hours; (g) masonry repairs; (h) disconnection and reconnection of mechanical equipment, antennas and satellite dishes; (i) damage to concealed lines, such as, but not limited to, electrical, alarm, water or air conditioning lines; or (j) any and all other additions to or deviations from the scope of Work as outlined on the reverse side of this proposal. If Owner shall request Burns & Scalo to perform any Extra Work, Owner agrees to pay for all such Extra Work on a time and material basis in accordance with Burns & Scalo's current schedule of charges. In such case, Extra Work shall be deemed to be a part of the Work, the cost of Extra Work shall be added to the Contract Price and shall be paid immediately upon completion, and Burns & Scalo shall enjoy all rights and remedies provided under this Contract with respect to Extra Work. Owner agrees to pay for Extra Work within ten (10) days of invoice. Burns & Scalo shall not be obligated to perform any Extra Work unless Burns & Scalo shall agree to perform the same in writing.

BURNS & SCALO'S REMEDIES: If Owner shall fail to timely pay any installment of the Contract Price when due, or if Owner shall otherwise breach this Contract, then Burns & Scalo shall be free to exercise all rights and remedies available under this Contract or at law or in Equity. Burns & Scalo's remedies shall include: (1) the right to file suit against Owner for the Contract Price and for all other damages resulting from any breach by Owner, (2) the right to file a mechanics lien, (3) the right to suspend or stop work, (4) the right to terminate this Contract (without discharging Owner's obligations), and (5) all other rights and remedies provided under this Contract or by law or in equity.

LIMITED WARRANTY: Burns & Scalo will provide Owner with a manufacturer's warranty for materials when applicable. Burns & Scalo makes no warranty or representation whatsoever with respect to materials. Burns & Scalo will also provide Owner with a separate written Limited Warranty of its workmanship. Owner agrees that such Limited Warranty shall not be provided and shall not become effective, until Burns & Scalo shall receive payment of the entire Contract Price (including payment for all extras, additional work, and interest, if any). Burns & Scalo assumes no responsibility for the proper grading and structural integrity of the existing roof. Burns & Scalo assumes no responsibility for any required repairs or replacements to the structure of the roof unless specifically included in the description of Work set forth on the reverse.

Burns & Scalo shall not be responsible under any circumstances for damages caused by any of the following: acts or omissions of Owner or third parties;

lightning, winds of peak gust speeds of 55 m.p.h or higher measured at 10 meters above ground (If the roof(s) needs to be unloaded due to high winds or storms, Customer agrees to reimburse Contractor for labor and equipment costs for unloading and reloading the roof(s).), hail storms, flood, earthquake or other acts of God, weather, accidents, fire, vandalism, regulation, strikes, failure or delay of transportation, shortage of or inability to obtain materials; structural settlement; failure, movement, cracking of chimneys, skylights, vents, supports or other parts of the building; vapor condensation beneath the roof; penetrations for pitch boxes; erosion, cracking and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; penetration of the roof from beneath by rising fasteners of any type; inadequate drainage, slope or other conditions beyond the control of Burns & Scalo which causes ponding or standing of water; termites or other insects; rodents or other animals; fire or other casualty; vandalism, abuse or misuse; failure to maintain the roof and gutter in good order and repair; settlement or deflection of the roof or other structural problems; normal wear or tear; or harmful chemicals, oils, acids, and the like that come in contact with the roof and cause a leak or otherwise damage the roof. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Damage occurring to the Work after completion which is not covered by warranty, shall be repaired only if Owner requests Burns & Scalo to perform such repairs and agrees to pay for such repairs as Extra Work at Burns & Scalo's regular charges. Contractor does not provide engineering, consulting, architectural or design services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Contractor is not responsible for design. Additional costs due to code changes and code requirements will be charged over and above this contract price.

BURNS & SCALO MAKES NO WARRANTIES OR REPRESENTATIONS, EXCEPT FOR THOSE CONTAINED IN THIS CONTRACT OR IN THE WRITTEN LIMITED WARRANTY WHICH HAS BEEN SEPARATELY PROVIDED. BURNS & SCALO SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. BURNS & SCALO SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, SPECIAL, EXCEPTIONAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, DAMAGE TO THE BUILDING, DAMAGE TO THE CONTENTS OF THE BUILDING OR OTHER SUCH DAMAGES)

OWNER'S SOLE AND EXCLUSIVE REMEDY: THE RIGHTS AND REMEDIES OF OWNER ARE LIMITED AS FOLLOWS: Burns & Scalo agrees to repair or replace defective work in accordance with the terms and conditions (and subject to the limitations and restrictions) of its separate written Limited Warranty; provided that in the alternative, Burns & Scalo may elect in its sole discretion to refund part or all of the Contract Price for defective work. The separate written Limited Warranty sets forth the procedures which the Owner must follow in order to make any claims against Burns & Scalo, and the Owner hereby agrees to follow such procedures.

OWNER'S WARRANTIES: Owner is the owner of the building or structure where the Work is to be performed. If there is more than one owner of the building, including (but not limited to) the situation where the owners are husband and wife, Owner has full authority and consent of the other owners to sign this proposal on their behalf. Owner has read and understands all the terms and conditions on both the front and back of this proposal and the separate written Limited Warranty. Owner agrees to fully cooperate with Burns & Scalo during the course of the Work. If there is more than one Owner, each Owner agrees to pay the full amount due under this Contract. Owner is to carry property and casualty insurance, including coverage for fire, wind damage and vandalism. Metal roofing and especially lengthy flat span sheet metal panels will often exhibit waviness, commonly referred to as "oil-canning". The degree of oil-canning and the appearance of the panels will vary depending upon such factors as the length and color of the panels, alloy, gage, galvanizing process, substrate, condition and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the Contractor. Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be ground to withhold payment or reject panels of the type specified.

MOLD AND ASBESTOS DISCLAIMERS AND INDEMNITIES

MOLD. For the purposes of this section, "Mold" shall mean and include any mold, fungus or other similar agent, and related spores, toxins, and by products. Owner agrees that Burns & Scalo is not responsible for roof leaks which occurred before Burns & Scalo completed its Work. Following completion of the Work, Owner agrees to make periodic inspections for roof leaks, water entry and excessive moisture, and to promptly notify Burns & Scalo of any such condition. Owner understands that as a result of roof leaks, Mold may grow in Owner's home. Mold has been reported to cause health problems for building occupants, and Mold can cause destruction of building materials. Owner agrees that Burns & Scalo is not responsible for indoor air quality. Owner agrees that Burns & Scalo's Work does not include detection, evaluation or removal of Mold, and does not include repair of damages caused by Mold. Any such work is Owner's sole responsibility. Owner agrees that Burns & Scalo is not responsible in any way for mold that may grow in Owner's home. Owner agrees that Burns & Scalo's Limited Warranty does not cover Mold or personal injury, death or property damage resulting from Mold. Owner understands that Owner may consult with a Mold remediation expert if Owner is concerned about the possible presence of Mold in Owner's home. Owner understands that it is Owner's sole responsibility to engage other contractors to handle Mold-related problems, in order to prevent personal injury, death or property damage which may result from Mold in Owner's home.

ASBESTOS. For the purposes of this section, "Asbestos" shall mean asbestos and asbestos-containing materials in whatever form, friable or otherwise. Owner acknowledges that Burns & Scalo is not a qualified Asbestos abatement contractor. Owner agrees that Burns & Scalo's Work does not include detection, evaluation, abatement, removal or disposal of Asbestos. Owner agrees that Burns & Scalo is not responsible in any way for Asbestos or for indoor air quality in Owner's home. Owner agrees that Burns & Scalo's Limited Warranty does not cover Asbestos or personal injury, death or property damage resulting from Asbestos. Owner understands that it is Owner's sole responsibility to engage other contractors to handle Asbestos abatement and removal, in order to prevent personal injury, death or property damage which may result from Asbestos in Owner's home.

INSURANCE: Burns & Scalo agrees to maintain liability insurance covering personal injury in an amount not less than \$50,000 and insurance covering property damage caused by the work of Burns & Scalo in an amount not less than \$50,000. As of the signing of this contract, Burns & Scalo maintains the following insurance applicable to the project: GENERAL LIABILITY - \$1,000,000.00

ASSIGNMENT AND SUBCONTRACTING: Owner agrees that Burns & Scalo shall have the right to assign or subcontract any part or all of the Work described in this Proposal. Warranties provided under this Contract are for the benefit of the original Owner only, and are not transferable to any other person, except with the prior written consent of Burns & Scalo. Burns & Scalo may charge an additional fee for roof inspection and repairs as a condition to transfer of its warranty.

INTERPRETATION: This proposal and terms hereunder are to be construed under the laws of the Commonwealth of Pennsylvania. This proposal is subject to acceptance by an officer of Burns & Scalo, at which time this proposal shall become the entire agreement between the Owner and Burns & Scalo. There are no terms, conditions or covenants or agreements, inducements, guarantees, warranties, additions or considerations other than as specifically set forth in this Contract. In the event that any provision of this Agreement shall be illegal or unenforceable, then that provision shall be of no force and effect; but Owner agrees to pay and perform the rest of the terms and conditions of this Contract, which shall remain of full force and effect.

ARBITRATION: If a dispute shall arise between Contractor and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or through such other arbitration procedure as the parties may agree. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Contractor, including a claim alleging any breach of this contract or negligence by Contractor must be initiated no later than two (2) years after Contractor completed roof installation. Collection matters may be processed through litigation or arbitration at the discretion of Contractor.

OWNER ACKNOWLEDGES THAT THE OWNER HAS READ THE FOREGOING TERMS AND CONDITIONS, AND OWNER AGREES THAT THE TERMS AND CONDITIONS ON BOTH FRONT AND BACK ARE APPLICABLE TO THIS PROPOSAL/CONTRACT.