

Terms and Conditions

All specifications on this contract are subject to the following terms and conditions contained herein.

I. Contractor warrants that materials supplied by them will be of standard quality and will be installed or applied in a professional manner. Such labor

associated with rain gutters and gutter protection carries a lifetime warranty from date of substantial completion, non-transferable, subject to normal use and care and provided Owner/Agent complied in full with terms and payments and other conditions of this contract. **OUT-OF-AREA INSTALLATIONS:** For installations completed outside Michigan Gutters Inc.'s standard service area, labor is warranted for a period of one (1) year from the date of substantial completion. This warranty applies only to defects in installation workmanship. All materials installed carry the manufacturer's warranty only, subject to the terms and conditions of the manufacturer. Warranty coverage applies only to installation defects and does not cover damage caused by weather, structural issues, misuse, lack of maintenance, or conditions beyond the contractor's control. Service requests for installations outside Michigan Gutters Inc.'s standard service area may require travel charges or may be coordinated through a local contractor approved by Michigan Gutters Inc. **LIMITATION OF LIABILITY:** The liability of contractor for defective labor under this section is hereby limited only to the reasonable correction of said defective installation thereof, and no other claims or demands regarding resulting damages shall be made upon or required to be allowed by contractor for these installations are sold and installed subject only to the manufacturers or distributor's guarantee or warranty, not the contractors. Owner/Agent agrees to be responsible for any and all costs associated with the cancellation of a product order before or after delivery. All repair work done in any capacity will have no labor warranty unless otherwise specified within the specifications of this contract.

All labor warranties are non-transferable, and

material warranties are subject to terms each individual material warranty has. Contractor will not be responsible for materials damaged by high winds in excess of fifty m.p.h. regardless of what the manufacturer's stipulations are regarding warranty under normal weather conditions, nor will contractor be responsible for cosmetic problems with their installations that are reasonably related to previously existing structural issues. Contractor will not be responsible for leakage related to older flashing points not being upgraded. Contractor will not be responsible for other damage that may occur through other extreme weather conditions beyond contractor's control. Contractor will not be responsible for cracks in concrete work due to expansion and contraction, as when as settling concrete resulting from same. Contractor shall not be held responsible for damages to landscape or driveways (asphalt or concrete) caused by normal work procedures. Owner/Agent is responsible for nominal damage to landscape or driveways (asphalt and concrete) caused by normal work procedures. Owner/Agent is responsible for removing all personal property from work area until contractor is finished with his work, granting contractor reasonable access to the work area for the purpose of situating equipment, dumpsters if needed, and easy access to onsite power. Contractor shall not be responsible for the replacement of deteriorated siding, roofing, and other materials reasonably vulnerable during normal work procedures, if reasonably correctable siding damage occurs while a project is in progress, Owner/Agent's demand for corrective action is limited only to the maintenance of said affected siding, not areas of less compatible maintenance. Owner/Agent agrees to take responsibility for any and all costs associated with "resulting damages" whether it be by Owner/ Agent's property insurance or other arrangements funded by Owner/ Agent. In the event of a conflict between sketches, renderings, prints, etc., and this contract, then this contract takes precedence. Contractor will not be held responsible for leakage or other problems caused by deteriorated stucco, masonry, or other siding materials. Contractor will not be liable for eventual leak problems caused at transition points in between contractor's newer installation and dissimilar or older

roofing materials not replaced along with contractor's installation. Owner/Agent understands that removing multiple layers of roofing will frequently expose flashing points, thus causing Owner/Agent to consider cosmetic flashing work to be done by contractor. Such work will be done on a time plus materials basis or by signed change order authorized by Owner/Agent. Contractor further agrees to carry public liability insurance at least to minimum requirements of existing laws and to pay all workmen's compensation and other employment costs required for the performance of the work.

Without validating the contract, Owner/Agent may order work by use of a change order, the price of the additional work will be charged on a time and materials basis. All time plus materials work will be billed at the current labor rate, per man per hour, plus material cost, reasonable builder's markup, and a reasonable supervisory fee. Extras shall be due and payable upon authorization of extra work beyond contract specifications, and the additional work was reasonably unforeseen by contractor. Owner/Agent agrees to pay contractor for the additional work required or do extra work at Owner/Agent's expense. Contractor calls attention of the Owner/Agent to the possibility of presently existing conditions of the job address which violate code or policy of the local building official, which includes but is not limited to plumbing and wiring violations. If any building official requires additional work not specified in the contract; Owner/Agent agrees to pay contractor for such additional work to be done by Owner/Agent at Owner/Agent's expense.

Owner/Agent agrees to pay Contractor in accordance with the terms of the contract. Owner/ Agents agrees to inform Contractor, in writing, of any conflict within 10 days of said conflict, otherwise contractor will consider monies due and payable according to the terms of the contract which includes finance charges, etc. Owner/Agent further agrees to pay contractor in full upon completion of work regardless of scheduling of weather delays related to the resolution of the conflict.

ANY CONFLICT BETWEEN CONTRACTOR AND OWNER/ AGENT WITH RESPECT TO ANY MATTERS ARISING OUT OF, OR RELATING TO THIS AGREEMENT, OR ANY BREACH THE REOF, SHALL BE SUBJECT TO ARBITRATION ONLY. THIS ARBITRATION WILLBE ADMINISTERED BY THE LOCAL OFFICE OF THE BETTER BUSINESS BUREAU. Both parties agree to arbitrate when a conflict arises. If any legal costs are incurred in forcing either party to arbitrate, those costs will be the responsibility of the party not in compliance with the conditions in this section.

Nothing herein shall prevent Contractor from filing a construction lien and foreclosing same.

This written contract constitutes the complete integration of all statements, agreements, and discussion relating to the work and contract, and there are no representations, guarantees or warranties other than those expressly incorporated herein, nor is this contract dependent upon or subject to any conditions or approvals, precedent or subsequent, not herein stated. No subsequent agreement relating hereto shall be biding upon Owner/Agent or Contractor unless in writing and signed by the party being bound. Contractor may assign this contract and the assignment shall be binding upon the heirs, successors, or estate of the parties. Any portions of this contract found to be unenforceable by a court of competent jurisdiction will not invalidate the remaining portions of this agreement.

All work shall be ready for installation unless otherwise specified in the written contract. All allowance items include labor and material unless otherwise documented as "material only."

If Owner/Agent cancels or breaches the agreement Without legal cause after the right of rescind period, they shall pay Contractor the amount of the expenses incurred to that date. If the Owner/Agent fails to pay said amounts, contractor shall be entitled to recover all its damage, including its profits and reasonable costs and attorney fees. Contractor shall have the right to stop work and to keep the job idle if payments are not made when due. Contractor shall be held harmless from all job site related liabilities during such period.