

SBS TERMS AND CONDITIONS

Seamless Building Systems, LLC (“Seamless”) and Owner agree that Seamless will perform all work as more specifically described in the attached Seamless Proposal (“Proposal”) and Specifications and Estimate, which are incorporated herein as part of the contract.

OWNER OBLIGATIONS: Owner will timely provide at Owner’s expense, and is solely responsible throughout performance of the specified work for: (a) unobstructed access to the worksite; (b) removal of any existing hazardous materials or other environmental hazards; (c) identification of private utility connections and locations and arranging for any relocation of utilities; (d) providing electricity, water and toilet facilities for use by Seamless; (e) secure storage for Seamless materials and equipment necessary to complete work; (f) removal and protection of Owner’s personal property, (g) allowing Seamless to manage and conduct work in accordance with the terms of this contract without undue interference, provided, however, that Owner is encouraged to discuss issues relating to the specified work with Seamless for such purpose; and (h) obtaining all necessary government permits, approvals, or inspections that may be required for the specified work.

OWNER REPRESENTATIONS: Owner represents: (1) it is the legal owner of the premises to be improved; (2) that it has received and read this contract; (3) it fully understands the terms and conditions of this contract and has had the opportunity to retain counsel to have the terms and conditions explained; (4) this contract and the attached Proposal comprise the entire agreement between Owner and Seamless; (5) there are no other oral or written agreements between the parties other than this contract; (6) no statements, promises, commitments or representations have been made by Seamless to induce Owner to execute this contract; (7) that Owner agrees to sign a Completion Certificate upon completion of work.

TERMINATION: If Owner halts construction of the specified work for Owner’s convenience or fails to make the worksite available for a period of twenty (20) days or more, Seamless may, upon written notice to Owner, terminate this contract and retain all payments made before the date of notice of termination and recover compensation for all other portions of the work properly performed but not yet invoiced. Owner has the right to unilaterally cancel performance of this contract by notifying Seamless within three (3) business days after executing the contract, and then receive a complete refund.

WARRANTY: Seamless warrants that all Work it performs under this contract will be free from defects for a period of two (2) years from the date of Substantial Completion. This warranty is limited to labor and is Owner’s exclusive remedy against Seamless, is conditioned upon Owner’s conveyance of final payment to Seamless and ends upon Owner’s sale or other conveyance of the Project Site. This warranty does not cover, and Seamless has no responsibility for, any (a) items covered under manufacturers’ warranties conveyed to Owner as part of the specified work, (b) items not installed or repaired by Seamless or its subcontractors, (c) ordinary usage or failure by Owner to properly maintain the property or specified work, (d) damage by exposure to weather conditions, including expansion or contraction of natural building materials, and for (e) incidental or consequential damages of any kind. As a condition of the contract price, all implied warranties, including fitness and habitability, are waived. Seamless shall perform warranty repairs or replacements, at its option, within a reasonable period after notice from Owner during the warranty period. Copies of any manufacturer warranties for items identified in the specified work at the time this contract is executed will be made available for Owner’s review upon request during performance of the work and a copy of each will be given to Owner in exchange for final payment.

MARKETING: Owner agrees to allow Seamless to display its sign on the worksite, provided such display does not violate any municipal ordinance or other applicable law. Owner agrees to allow Seamless, or an agent thereof, to take photographs of the worksite before, during, and after completion of the work and to use such photographs in Seamless’ marketing and promotional materials, without limitation.

MISCELLANEOUS: These Terms and Conditions and the attached Proposal and Specifications/Estimate are the entire agreement between Owner and Seamless. Any other written or oral statements, warranties, sales literature, or understandings made before execution of the contract are null and void, unless expressly stated in said documents. Owner warrants that the person executing this contract, and any subsequent Change Orders, has legal authority to do so. This contract is not assignable by either party without the other’s reasonable consent.