

CONTRACT TERMS AND CONDITIONS

1. Acknowledgement of Receipt of "Notice of Cancellation" and "Insurance Coverage Questionnaire". Owner acknowledges that Remodeler furnished Owner with (a) the "Notice of Cancellation" and (b) the "Insurance Coverage Questionnaire" before this Contract was executed by any of the parties.
2. Authorization. Owner expressly authorizes Remodeler to contact Owner's homeowners' insurance company with regard to any matter related to the damage sustained by Owner's property, if any, including, without limitation, providing documentation necessary to discuss with Owner's homeowners' insurance company any damage sustained by Owner's property, the options for constructing, reconstructing, or repairing Owner's property, and estimates for constructing, reconstructing, or repairing Owner's property. Owner acknowledges that Remodeler has not at any time represented, negotiated, offered to represent or negotiate, or otherwise advertised to represent or negotiate on behalf of Owner with respect to any insurance claim for any damage sustained by Owner's property.
3. Materials. To the extent not fully identified in the specifications, the Owner will make selections of all materials, appliances, colors, finishes and allowance items within times established by the Remodeler or a day for day extension of the date for Substantial Completion will be made until such selections are made, which shall be documented in accordance with Section 13 herein. Real wood and stone are natural products and every piece is considered one of a kind. These materials will have a unique appearance, often with naturally occurring variations in color, texture and/or grain/vein pattern. Samples are provided to give Owner an example of the product's appearance, but they may not be representative of the full range of color, texture and/or grain/vein variations that can occur in the product itself. Variation in color, texture and/or grain/vein is not considered a defect, but inherent of the natural qualities and beauty of the materials. Additionally, wear is normal. Manufactured products will also have minor to high variance in texture and or grain/vein pattern depending the product purchased. Not all products are made perfectly square or level. In addition, the surface, floor or wall to which the product is being affixed may not be straight or level. Therefore, installation can result in some uneven areas, minor ridges and/or gaps. Any excess paint and materials delivered to the Project Site and not needed to complete the Work will remain the property of Remodeler.
4. Owner Duties. The Owner will timely provide at Owner's expense, and is solely responsible throughout performance of the Work for: (a) unobstructed access to the Project Site from 7:00 a.m. until 7:00 p.m., seven days per week; (b) removal of any existing hazardous materials, such as asbestos, lead, PCBs, or other environmental hazards, including, but not limited to, mold, mildew, fungi or other similar microbial conditions; (c) keeping children and pets away from the Work area; (d) identification of private utility connections and locations and arranging for any relocation of utilities; (e) providing electricity, water, and toilet facilities for use by Remodeler and its subcontractors; (f) an accurate survey locating any existing aboveground and underground structures in or near the Work area and easements or other site restrictions, if requested by Remodeler, (g) secure storage for Remodeler's and its subcontractors' materials and equipment necessary to complete the Work, (h) removal, protection and reinstallation of Owner's personal property, (i) unless otherwise provided in the description of the Work, or if resulting from Remodeler's negligence, repair of access routes used by construction equipment; finish grading and seeding; landscaping; walks, steps and driveways; septic tanks; and any utility lines damaged during performance of the Work; (j) moisture control and regular maintenance of the completed Work; and (k) allowing Remodeler and Remodeler's employees to manage and conduct the Work in accordance with the terms of this Contract without undue interference, provided, however, that Owner is encouraged to discuss issues relating to the Work with his or her salesperson or, if none, with an employee of Remodeler designated by Remodeler for such purpose. If during the performance of the Work, any unmarked or mismarked underground objects are damaged and cause any additional damage, Owner agrees to indemnify and hold harmless Remodeler its officers, agents, and employees

from any and all claims, suits, demands, liability, losses or costs, including attorneys' fees, resulting or occurring to any and from all persons, firms or other legal entities arising out of or in any way connected with the damage to any unmarked or mismarked underground objects. Remodeler shall not be responsible for any damages to any buildings or objects which are adjacent to the Project Site. Remodeler does not guaranty against the settling of fill around the foundation, utility laterals or other excavated areas not contracted for and within the scope of the Work.

5. Owner-Furnished Labor or Materials. If the Contract Documents provide that Owner is to furnish labor or materials ("Owner's Work"), Owner agrees that Owner's performance of the Owner's Work shall be performed within a reasonable time after notice from Remodeler that such Owner's Work must be performed or such materials furnished. Owner's Work and/or materials shall be acceptable to the Remodeler and any applicable government authorities. Owner is responsible for determining that any party other than Remodeler or Remodeler's subcontractors who performs any of the Owner's Work and/or supplies any materials carries all insurance required to be carried by Remodeler hereunder. Owner agrees to hold Remodeler harmless from any and all claims, demands, actions, liabilities, losses, and damages, including attorneys' fees and costs incurred, to persons or property arising out of or related to any act or omission of Owner or any contractor (other than Remodeler), subcontractor or agent of Owner in, on or about the Project Site in connection with the performance of the Owner's Work or the furnishing of materials.

Owner is responsible for the protection of, and/or repair of, damage to any materials or labor supplied by Owner or Owner's other contractors, subcontractors or agents. Any of the Owner's Work performed by Owner or Owner's other contractors, subcontractors or agents, or any damage to the Work caused by the Owner or Owner's other contractors, subcontractors or agents is excluded from Remodeler's limited warranty.

6. Hazardous Material. If a hazardous material, such as asbestos, lead, PCBs, or other environmental hazard, such as mold, mildew, fungi or other similar microbial conditions, is discovered at the Project Site, Remodeler will not be obligated to commence or continue work until such material or hazard has been removed at Owner's expense or rendered or determined harmless by a certified, independent, testing laboratory at Owner's expense. Unless caused by the negligent acts or omissions of the Remodeler, the Owner shall indemnify and hold the Remodeler harmless from and against any and all claims, damages, losses, costs and expenses, including attorney's fees, arising out of or relating to the performance of the Work in any area of the Project Site affected by hazardous material or other environmental hazards. A day for day extension of the date for Substantial Completion will be made until such removal or determination of harmlessness, which shall be documented in accordance with Section 11 herein.

7. Insurance. Remodeler shall maintain commercial general liability insurance and such other insurance as required by applicable law. Remodeler will furnish a certificate of insurance evidencing the types and amounts of its coverage, upon request. Owner shall maintain (or cause to be maintained) homeowners' insurance covering all physical loss expressly including, but not limited to, coverage for collapse, fire, wind damage, hail, theft, vandalism and malicious mischief. Owner shall be separately responsible for paying any deductible under Owner's homeowners' insurance policy. Remodeler shall not pay or rebate all or any portion of Owner's insurance deductible. Owner assumes all risk of loss during construction, except for the intentional acts of Remodeler, its subcontractors or employees.

8. Payments. Balance due on final day of painting. Otherwise upon receipt of an invoice, Owner will make full payment of the invoiced amount within five (5) business days, including amounts requested for changes and overages on allowances. Changes may be invoiced before the additional Work is performed. Payment for overages on allowances will be invoiced at the time each such item is selected. Credit for underages on allowances will be separately identified and deducted from the Final Payment invoice amount. Owner shall pay a finance charge calculated at the rate of 1.5% per month (pro-rated for partial months) on all past due amounts, plus all costs of collection, including attorneys fees and costs. No amount may be withheld from Final Payment to address punch list

items unless agreed to by Remodeler, in which case, Remodeler and Owner will set a date by which each of such items will be completed and related payment will be made by Owner. Final Payment will waive all claims by Owner, except subsequent lien or warranty claims. Owner agrees that, if Owner uses a credit card to make any payment, Remodeler shall be entitled to surcharge Owner with any credit card processing or merchant fee. ACH Authorization. In order to satisfy any of the Obligations, Purchaser is hereby authorized by Seller to initiate electronic debit or credit entries through the ACH system to Seller's Account or any other deposit account maintained by Seller wherever located. Seller may only terminate this authorization by giving Purchaser thirty (30) days prior written notice of termination.

9. Lien Waivers. Upon request by the Owner, at the time each progress payment is made, Remodeler shall provide lien waivers from itself and all subcontractors and material suppliers for the proportionate value of all labor and materials ordered or delivered as of the time the payment is made. If not requested by Owner, all lien waivers shall be provided to Owner by Remodeler and all subcontractors and material suppliers in exchange for Final Payment.

10. Changes. Changes to the drawings or specifications that do not represent any additional cost to the Owner or represent a decrease in the value of the materials used or the services provided may be made by Remodeler in its discretion. All other changes to the drawings and specifications will be made upon written Change Order executed and fully paid (if requested by Remodeler) by Owner in advance of the changed work being performed. Change Orders will identify the change in the Work which will be added or deleted, the cost for the change or method for calculating the cost, and the number of additional days, if any, for the Remodeler to achieve Substantial Completion. Remodeler shall be entitled to add a markup to Change Orders of 15% for overhead, supervision, and profit. Where Remodeler seeks input and information from Owner prior to issuing a Change Order, Owner shall use reasonable efforts to respond to Remodeler's request for information within three (3) calendar days. Acceptance of a Change Order by Owner shall not be unreasonably withheld.

11. Delays. If Remodeler is prevented from completing the Work due to delays of the Owner in supplying information, materials to be incorporated into the Work or in timely making payment; delays of governmental authorities or third parties; delays due to adverse weather conditions, delays due to Owner's removal or investigation of hazardous materials or environmental hazards, damages arising from vandalism or fire, or as a result of any other conditions not caused by Remodeler, then Remodeler shall be entitled to an equitable adjustment of the number of days to achieve Substantial Completion plus a reasonable period for rescheduling and setup of its subcontractors, as well as any costs arising from such a delay, including increased material or labor time costs, as an extra. For each such delay, or for each delay in the aggregate such as adverse weather conditions, Remodeler shall convey a Change Order to Owner identifying the number of days and costs attributable to the delay. Evidence of such additional costs shall be supplied by Remodeler to Owner upon request. If the Owner halts construction of the Work for Owner's convenience or fails to make the Project Site available for a period of thirty days or more, then Remodeler at its option and upon written notice to the Owner, may terminate this Contract and receive compensation as provided in Paragraph 14 below.

12. Warranty. Remodeler warrants that all materials and paint shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Remodeler further warrants that the Work shall be free from material defects not intrinsic to the design or materials required in the Contract Documents. Notwithstanding the foregoing, Remodeler's warranty does not include: (a) remedies for defects or damages caused by other trades' work or design; (b) normal wear and tear, including, without limitation, defects or damages caused by the natural expansion or contraction of the construction materials; (c) use for a purpose for which the Work was not intended; (d) improper or insufficient maintenance; (e) modifications performed by Owner or Owner's other contractors, subcontractors or agents; (f) abuse; or (g) defects in products, equipment, systems, or materials covered by manufacturers' warranties. Any products, equipment,

systems, or materials which are covered by a manufacturer's warranty shall be covered exclusively by that warranty. Remodeler's warranty as set forth above shall commence upon Substantial Completion and run for a period of twelve (12) months unless an additional signed warranty is provided. This warranty will not apply to the Work if Remodeler does not receive final payment from the Owner. This warranty shall extend to Owner alone and automatically terminates upon Owner selling or vacating the Project Site unless additional warranty waives this provision. The warranty period is not extended by Remodeler's correction of defective work or materials pursuant to this warranty. If Owner discovers any defect to which Remodeler's warranty applies, Owner shall notify the Remodeler in writing, identifying the defect and the relevant Contract requirement which has been violated, within fourteen (14) calendar days of Owner's discovery of the defect. Remodeler shall promptly correct the defect at its own time and cost and bear the expense of additional services required for correction of the defect. If Owner does not provide Remodeler notice of a defect within fourteen (14) calendar days of discovery or does not permit Remodeler the opportunity to examine, test or correct the defect as reasonably requested by Remodeler, Owner waives the Remodeler's obligation to correct the defect. There are no other warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose or habitability. Remodeler is not liable to Owner for incidental or consequential damages of any sort. The Owner's sole remedy against Remodeler for the Remodeler's performance of the Work and any damages arising out of it shall be limited to the warranty set forth above.

13. Disputes. This Contract shall be deemed to have been made in and governed by the laws of the State of Wisconsin. All disputes related to this Contract shall be resolved through binding arbitration, which shall be conducted by the NARI Home Improvement Council Ethics Committee pursuant to its current arbitration procedure. Parties agree to forego any social media reviews or statements until disputes are resolved. The decision of the NARI Home Improvement Council Ethics Committee shall be final regarding all matters submitted to it and may be enforced in any court having jurisdiction thereof in accordance with the Wisconsin Arbitration Act. Upon agreement by the parties, mediation may be conducted as a prerequisite to commencement of arbitration. If elected, mediation shall be conducted by the NARI Home Improvement Council Ethics Committee pursuant to its current mediation procedure.

14. Termination. Owner has the right to unilaterally cancel performance of this Contract by notifying Remodeler within three (3) business days after executing this Contract. If Owner terminates the Contract at anytime afterward, the Remodeler will be entitled to retain all payments made before the date of notice of termination, compensation for all other portions of the Work performed but not yet paid for or invoiced, and 15% of the total Contract Price for Remodeler's overhead costs. Remodeler may unilaterally terminate this Contract based on Owner's failure to timely pay or Owner's repeated failure to timely make decisions relative to the Work. In such an event, Owner shall remain obligated to pay Remodeler for the value of all Work completed and materials ordered as of the date of termination.

15. Indemnification. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Remodeler and its employees, subcontractors, and material suppliers from all claims for bodily injury and property damage, other than property insured, including attorneys' fees, costs, and expenses, but only to the extent such claims are the result of the intentional or negligent acts or omissions of Owner, Owner's agents, or anyone invited to the Project Site by Owner.

16. Marketing. Owner agrees to allow Remodeler to display its sign on the Project Site, provided such display does not violate any subdivision covenant, municipal ordinance, or other applicable law. Owner agrees to allow Remodeler, or an agent thereof, to take photographs of the Project Site before, during, and after completion of the Work and to use such photographs in Remodeler's marketing and promotional materials, without limitation. Owner shall not be entitled to any compensation for Remodeler's display of its sign on the Project Site or for the use of such photographs in Remodeler's marketing and promotional materials.

17. Concurrent Projects. Owner may not contract with any other individual or business to perform any construction work at the Project Site during the scheduled work term of this Contract unless Remodeler has given its prior, written consent, which shall not be unreasonably withheld.

18. Project Site Conditions. Owner is aware that the performance of the Work produces noise, dust, fumes, vapors, odors, and other debris. Remodeler agrees to attempt to keep noise, dust, fumes, vapors, odors, and other debris to a reasonable and customary level for the Work being performed at the Project Site. Owner shall hold Remodeler harmless from claims from third parties relating to noise, dust, fumes, vapors, odors, and debris that are emitted or created during the performance of the Work.

19. Miscellaneous. The drawings, specifications, and subsequently issued Change Orders (collectively, the "Contract Documents") are essential parts of this Contract, and a requirement occurring in one is binding as though occurring in all. If any inconsistency or ambiguity is believed to exist among any of the Contract Documents, the inconsistency or ambiguity shall be resolved by applying the following order of precedence: (a) this Contract (including modifications by Change Orders), (b) the drawings and specifications, and (c) any other documents comprising the Contract Documents. Failure by Remodeler to insist upon strict performance of any terms or conditions of this Contract or failure or delay in exercising any rights or remedies provided herein or by law shall not be deemed a waiver of any right of Remodeler to insist upon strict performance hereof or any of its rights or remedies in the future.