

# Triple S Metal Buildings Standard terms of Agreement & Warranty Coverages

Effective after 1/15/2020

## Services to Be Performed

Contractor shall furnish all labor and materials to construct and complete the project shown on the contract documents contained or specified in Exhibit A, and all blueprints to be considered Exhibit C, which is attached to and made part of this Agreement.

## Terms of Payment

Contractor shall be paid according to the Schedule of Payments set forth in the payment schedule document, attached to and made part of this agreement.

## Late Fees

If Client is late paying Contractor, Contractor's damages will be difficult to measure. As a reasonable estimate of the damages Contractor will sustain, and as liquidated damages and not as a penalty, Client agrees to pay Contractor an additional \_\_\_\_\_% per month interest charge on the amount owed, or the legally allowed maximum, whichever is less.

## Permits and Approvals

Contractor shall be responsible for determining which state and local permits are necessary for performing the specified work and for obtaining and paying for the permits.

## Warranty Coverages

### Covered:

Contractor warrants that all work shall be completed in a good workmanlike manner and in compliance with all building codes and other applicable laws. Triple S Metal Buildings guarantees any custom Metal Building manufactured product for up to 2 years labor and materials, to be free from manufacturer defect in any materials and free from any defect due to bad workmanship. Any weld made by Triple S Metal Building or subcontractor carries a 180 day warranty. All exterior or interior stain or paint carries a full 4 year warranty. Warranty is only covered under this contract with original owner, during warranty period, with normal use and maintenance. Warranty covers only defects in the product due to faulty manufacturing procedures or install procedures.

### Not Covered:

We do not warranty any product after the time period stated above from the date the contract signing. Warranty void if any part of the product is changed, or altered by anyone unaffiliated with Triple S Metal Buildings. Void if product changes hands, is sold, or inherited after original owner is deceased. Warranty does not cover misuse, abuse, or un maintained products. Warranty does not cover acts of nature damage ie: tornados, floods, hail, lightning, high wind damage, or any other damage caused by an act of nature that is out of the control of the builder or the owner. Warranty does not cover normal wear and tear of products coming from everyday use. This warranty is only covered by Triple S Metal Buildings and owner shall obtain an RMA form upon request from Triple S Metal Buildings to obtain a repair ticket. Contractor retains the right to object warranty or specific coverages at any time with reasonable cause. Triple S Metal Buildings has the right to use equal appearance replacement parts from different manufacturers at they're own discretion. This warranty coverages page is made part of all contracts signed by Triple S Metal Buildings, or anyone affiliated with Triple S Metal Buildings.

## Site Maintenance

Contractor agrees to be bound by the following conditions when performing the specified work:

- Contractor shall remove all debris and leave the premises in broom-clean condition.
- Contractor shall perform the specified work during the following hours: 7AM-6PM.
- Contractor agrees that disruptively loud activities shall be performed only at the following times: 7AM-6PM.
- At the end of each day's work, Contractor's equipment shall be stored in an agreed upon location.

### **Subcontractors**

Contractor may at its discretion engage subcontractors to perform services under this Agreement, but Contractor shall remain responsible for proper completion of this Agreement.

### **Independent Contractor Status**

Contractor is an independent contractor, not Owner's employee. Contractor's employees or subcontractors are not Owner's employees. Contractor and Owner agree to the following rights consistent with an independent contractor relationship:

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- Contractor or Contractor's employees or subcontractors shall perform the services required by this Agreement;
- Owner shall not hire, supervise, or pay any assistants to help Contractor.
- Owner shall not require Contractor or Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.
- Neither Contractor nor Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Owner.

### **Local, State, and Federal Taxes**

Contractor shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. Owner will not:

- withhold FICA from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

The charges included in Paragraph 2 do not include taxes. If Contractor is required to pay any federal, state, or local sales, use, property, or value added taxes based on the services provided under this Agreement, the taxes shall be billed separately to Owner. Owner shall be responsible for paying any interest or penalties incurred due to late payment or nonpayment of any taxes by Owner.

### **Insurance**

Contractor agrees to obtain adequate business liability insurance for injuries to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or subcontractors.

### **Terminating the Agreement**

This Agreement may be terminated:

- without cause by 10 days' prior written notice by either party, or
- with cause, immediately upon material breach of any term of this Agreement by either party.

Client shall promptly pay Contractor for services performed before the effective date of termination. Contractor will provide an invoice for such work performed and if any deposit is taken for the work, payment will be adjusted like wise.

### **Modifying the Agreement**

Owner and Contractor recognize that:

- Contractor's original cost and time estimates may be too low due to unforeseen events or to factors unknown to Contractor when this Agreement was made.
- Owner may desire a midproject change in Contractor's services that would add time and cost to the project and possibly inconvenience Contractor, or
- Other provisions of this Agreement may be difficult to carry out due to unforeseen circumstances.

If any intended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties, and added to this Agreement.

**Resolving Disputes**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Denton County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Denton County. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

**Notices**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- when sent by fax or electronic mail, such notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

**No Partnership**

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

**Applicable Law and Jurisdiction**

This Agreement will be governed by the laws of the state of Texas and any disputes arising from it must be handled exclusively in the federal and state courts located in Denton County.

Taxpayer ID Number: 82-3171551

NO SIGNATURE NEEDED THIS IS A STANDARD AGREEMENT AUTOMATICALLY AGREED UPON WHEN SIGNING ANY CONTRACT WITH TRIPLE S METAL BUILDINGS.