LOXLEY
ROOFING AND CONSTRUCTION

Roofing Terms and Conditions

Residential and commercial roofing · Missouri and Illinois

524 Clark Ave, Kirkwood, MO 63122 · (314) 906-6915 · nova@theloxleycorp.com · loxleyconstruction.com
Form LRC-TC-2.0 · Effective September 2026 · These Terms are part of your contract. Keep this document with it.

PART I

Standard Terms

1. How these Terms apply

1.1 Definitions. In these Roofing Terms and Conditions (the **"Terms"**):

- **"Loxley," "we,"** or **"us"** means Loxley Roofing & Construction.
- **"Contract"** means the signed proposal, estimate, or agreement describing the scope and price of the Work.
- **"Owner," "you,"** or **"your"** means each person or entity signing the Contract, and each person holding record title to the Property on whose behalf a signer is authorized to contract under Section 1.4.
- **"Property"** means the real property identified in the Contract.
- **"Work"** means all labor, materials, equipment, and services Loxley furnishes, and all components of the roof system Loxley installs, replaces, or alters — including decking, underlayment, ice-and-water barrier, flashing, edge metal, vents and ventilation components, pipe boots, ridge, starter, and gutters where they are in the scope.
- **"Change Order"** means a written document identifying a change in the scope, price, or schedule of the Work, made effective as Section 6 provides.
- **"Unit Prices"** means the per-unit rates stated in the Contract for work of a kind that may be discovered after the Contract is signed — for example a price per sheet of decking or per square of additional layer removal.
- **"Substantial Completion"** has the meaning given in Section 8.3.
- **"Limited Warranty"** means the workmanship warranty in Section 14.1.
- **"Pre-Work Condition Record"** and **"Completion Record"** have the meanings given in Section 3.
- **"Business day"** means any day other than a Saturday, a Sunday, or a legal holiday in the state where the Property is located. **"Day"** means a calendar day.
- **"Agreement"** means the Contract, these Terms, the Pre-Work Condition Record, the state-specific notices delivered with them, and every signed Change Order, together.

1.2 How you accept these Terms. These Terms are part of the Agreement. They are delivered to you in full before you sign — as numbered pages of the same document, not by reference to a website — and **by signing the Contract you agree to them**. A complete executed copy of the Agreement will be sent to you at the email address in the Contract immediately after signing.

1.3 Entire agreement; no reliance on anything unwritten.

(a) *Entire agreement.* The Agreement is the entire and integrated agreement between us and supersedes every prior or contemporaneous proposal, estimate, negotiation, representation, statement, and agreement, whether oral or written.

(b) *No reliance.* **You confirm that in entering into this Agreement you have relied only on the written terms of the Agreement and on your own judgment, and not on any statement, promise, representation, estimate, sample, photograph, or assurance of any**

kind — spoken or written — that is not set out in the Agreement.

(c) *Limits on authority.* No salesperson, estimator, crew member, subcontractor, or other representative of Loxley has authority to change the Agreement, add to the scope, extend or alter any warranty, or make any representation binding on Loxley, **except by a signed Change Order**. Advertising, brochures, sample warranties, and website content are not warranties and are not part of the Agreement.

(d) *What this paragraph does not do.* **Nothing in this Section 1.3 limits any claim for fraud, intentional misrepresentation, or negligent misrepresentation, or any right you hold under a consumer protection statute.**

1.4 Authority to contract. You represent that each person signing has authority to contract for the Property and, where the Property is jointly owned, held in trust, or held by an entity, that you are authorized to bind every owner of record. Please tell us before signing if anyone else is on the title.

1.5 Which document wins if two disagree. Where documents conflict, they govern in this order: **(1)** the statutory notices for the state where the Property is located, in Part II or Part III; **(2)** a signed Change Order, latest in time first, as to the scope, price, and schedule it addresses; **(3)** Sections 14, 15, 16, 18, 19, and 23 of these Terms, except that a separately signed arbitration provision in the Contract on a commercial project governs as Section 23.5 provides; **(4)** the Contract, which governs scope, price, and schedule; **(5)** the Pre-Work Condition Record, as to the condition of the Property; **(6)** the remainder of these Terms. **Nothing in any document waives a right you hold under statute.**

2. Scope of the roofing work

2.1 Scope. The scope of the Work is only what the Contract describes. Anything not written in the Contract is excluded, including but not limited to:

- structural repair or reinforcement;
- correction of pre-existing framing, ventilation, drainage, or insulation deficiencies;
- interior repair, drywall, paint, or finishing;
- mold or moisture remediation;
- chimney masonry and tuckpointing;
- skylight replacement;
- electrical, mechanical, or plumbing work; and
- removal or reinstallation of equipment installed by others.

2.2 Inspection basis. Our price and scope are based on conditions visible during a non-destructive inspection from the ground, from a ladder, from the roof surface, or by aerial imagery. We have not opened walls, removed roofing, or performed destructive testing unless the Contract says so.

2.3 Existing slope and drainage. Unless the Contract expressly includes a re-slope, tapered insulation, or new or relocated drains, the Work is a replacement in kind on the Property's existing slope. Existing slope, drainage design, and drain locations were established by others. **We make no representation that the completed roof will drain within any period of time or that standing water will not occur**, and standing water may limit or void a manufacturer's warranty. Where we identify a drainage deficiency, we will offer a priced remedy; if you decline, we will record that in writing and the associated risk remains with you.

2.4 Ventilation. Unless the Contract includes a ventilation upgrade, the Work replaces existing ventilation in kind. **We do not warrant that existing intake or exhaust ventilation meets current code or manufacturer requirements**, and inadequate ventilation can shorten the life of any roof system and void a manufacturer's warranty. Where we identify a deficiency, we will offer a priced remedy.

2.5 Color, texture, and product variation. Shingles, metal, and membrane vary in shade between production lots and change appearance with age and weathering. **We do not warrant an exact match to existing material, to a sample, to a display board, or to a photograph**, and variation within a manufacturer's tolerance is not a defect.

2.6 Substitution. If a specified product becomes unavailable, discontinued, or subject to allocation, we may substitute a product of equal or better quality and equivalent manufacturer classification on written notice to you. A substitution that changes the price requires a Change Order. **If you object in writing within five (5) business days of our notice, we will confer; if we cannot agree, either party may end the Agreement and Section 19.5 states what you pay.**

3. Pre-Work Condition Record

This Section exists so that neither of us has to rely on memory later. It is the single most useful thing in these Terms for both sides.

3.1 What we photograph. Before we begin, we photograph the condition of the Property, including the roof and roof-adjacent areas; the driveway, apron, walkways, and other hardscape; gutters, downspouts, fascia, and trim; landscaping and beds within the work zone; mechanical equipment; decks, patios, pools, and enclosures; the visible condition of adjacent property; and **interior ceilings and finishes beneath the work area**. Those photographs, together with the notes and disclosures recorded on the form we provide, are the **"Pre-Work Condition Record."**

3.2 Your right to inspect it and add to it. We give you the Pre-Work Condition Record before work begins. **You have the right, and we encourage you, to review it and to add anything you believe it does not adequately show — any existing damage, any condition you are concerned about, anything of special value.** You may add photographs of your own or a written list. Anything you deliver to us before work begins is appended to the Record and becomes part of it.

3.3 What you tell us, and what you mark. On the Record you will identify, and where we ask you will physically mark before work begins: the location of irrigation lines and heads, low-voltage and landscape lighting, invisible pet fencing, buried conduit, drain tile, septic components, and any other concealed improvement in or near the work area; the location you designate for the dumpster, dump trailer, and loaded vehicles; any existing interior cracking, staining, or finish defect; any known roof leak, prior repair, or prior water intrusion; and any planting, equipment, or item of special value you want protected.

3.4 The agreed reference point. We each agree that the Pre-Work Condition Record, as you have supplemented it, is our agreed record of the condition of the Property immediately before the Work. A condition plainly shown in the Record is a pre-existing condition that we did not cause. **This Section does not address damage we cause, or our aggravation of a condition shown in the Record.**

3.5 Completion Record. At completion we photograph the same locations and views. That set, together with the punch list produced at the walk-through under Section 8.3, is the **"Completion Record"** — our record of the condition of the Property at completion.

3.6 Timing and your acknowledgment. We deliver the Pre-Work Condition Record to you **not less than two (2) business days before we mobilize**, so that you have a real opportunity to review it and add to it, and you acknowledge receipt by signature or return email on the day you receive it. Where an emergency or a schedule you request makes two days impossible, we will say so and deliver it as early as we can.

3.7 Copies and retention. You receive a copy of each Record at the time it is made, not on request later. We retain both for at least ten (10) years.

4. What you are telling us

We price and schedule the Work in reliance on the following. Each is something you know and we cannot.

4.1 What you tell us when you sign. You represent, when you sign, that:

- **Title and authority.** You own the Property, or every owner of record has authorized you to enter into this Agreement and to authorize the Work.
- **Occupancy.** You have told us whether the Property is owner-occupied, tenant-occupied, or vacant. If it is tenant-occupied, you have the right to authorize the Work and to permit access, and you have notified the occupants of the Work and its schedule.

4.2 What you tell us before work begins. You represent, when the Work begins, that:

- **Association approval.** You have obtained any approval a homeowners association, architectural review committee, condominium board, historic district, or recorded restriction requires for the material, color, and scope, or none is required.
- **Known conditions.** You have told us about every condition you know of that is material to the Work — prior roof leaks, repairs, and water intrusion; prior insurance claims on the roof; structural deficiency, sagging, or prior fire damage to the deck or framing; known code violations or open permits; known asbestos, lead paint, or other hazardous material; and any dispute with a prior roofing contractor.
- **Concealed improvements.** You have disclosed and marked the concealed improvements listed in Section 3.3.
- **Insurance.** So far as you are aware, you carry property insurance on the Property. Where the Work is funded by an insurance claim, the information you have given us and your insurer is accurate, you will pay your deductible in full, and you have not asked us to pay, rebate, absorb, or offset any part of it.

- **Access and safety.** You will provide safe, clear access; secure pets; keep children away from the work zone, ladders, and equipment; and move vehicles when asked.
- **Utilities.** You have told us about any overhead or underground utility service that is not visible from the ground.

4.3 Our reliance. We are entitled to rely on these statements in pricing, scheduling, and performing the Work. **We are not responsible for damage, delay, or additional cost caused by a statement in Section 4.1 that turns out to be inaccurate or incomplete.** Nothing in this Section makes you responsible for a condition you did not know about.

5. Concealed and pre-existing conditions

5.1 The rule. The cost of correcting conditions that were concealed at the time of the Contract, and not reasonably discoverable by non-destructive inspection, is **not included in the price**. On a roof these commonly include deteriorated, delaminated, or spaced decking; additional roofing layers beyond those stated; rotted fascia, rake, or sheathing; inadequate, undersized, or damaged rafters and trusses; wet or saturated insulation; failed prior repairs; concealed penetrations; and code deficiencies in existing construction.

5.2 Notice and pricing. On discovery we will promptly notify you, and in no event later than **fourteen (14) days** after first observing the condition. Corrective work is priced at the unit prices stated in the Contract, or, where no unit price applies, at our documented cost of labor and material plus **ten percent (10%) overhead and ten percent (10%) profit**, unless the Contract states a different rate. Work proceeds only on a signed Change Order.

5.3 Stop-work right. Where a concealed condition presents a safety hazard, a structural question, or a regulated material under Section 12, we may stop work in the affected area until it is resolved. Reasonable standby or remobilization cost caused by a delay in your response is a Change Order item.

6. Change Orders

6.1 When a change becomes binding. No change in scope, price, or schedule is effective, and no payment is owed for extra work, unless it is set out in a Change Order signed by both parties before the work is performed. A Change Order may be signed electronically. A written text or email from you identifying the work and the price satisfies your signature for this purpose, notwithstanding Section 24.4.

6.2 Emergency exception. Where a condition threatens imminent damage to the Property and you cannot be reached, we may perform the minimum protective work necessary, will document it with photographs, and will present a Change Order within two (2) business days.

6.3 Owner-directed changes. You may request changes. We will price them, and we are not obligated to perform work we have not priced and you have not authorized.

7. Permits, codes, inspections, and approvals

7.1 Permits. Unless the Contract states otherwise, we will obtain the roofing permit required for the Work in our own name, and the price includes the permit fee stated in the Contract. Plan review fees, additional permit fees, and re-inspection fees not caused by our error are Change Order items at cost. **You agree not to obtain a homeowner permit for the Work** — a homeowner permit shifts code responsibility to you and may affect inspection and warranty.

7.2 Code basis of the price. The price is based on the code edition, identified in the Contract, that the authority having jurisdiction had adopted as of the date of the Contract. **Code editions differ materially between adjacent municipalities in this metro.** A change in the governing edition, a local amendment, or an inspector's interpretation requiring work beyond the stated scope is a Change Order item.

7.3 Upgrades to existing construction. We are responsible for ensuring that the Work complies with code. We are **not** responsible, and the price does not include, upgrades an inspector requires to portions of the Property outside the scope of the Work — for example ventilation, framing, or electrical in areas we are not otherwise altering. Those are Change Order items.

7.4 Association and architectural approval. Where the Property is subject to a homeowners association or architectural review committee, **you are responsible for obtaining any required approval of color, profile, and material before work begins**, and you warrant that it has been obtained or is not required. Delay, or removal and replacement required by an association after the fact, is a Change Order item.

8. Price, payment, and collection

8.1 Fixed price. The Contract states a fixed price. It is not an estimate, an allowance, or a figure contingent on a third party's determination, except as a Change Order adjusts it.

8.2 Payment schedule. Payment is due as stated in the Contract. Where the Contract is silent: **no payment is due at signing**; **fifty percent (50%) is due on delivery of material to the Property or on commencement of work, whichever occurs first**; and the **balance is due at Substantial Completion**. On work funded by an insurance claim, the first payment is the actual cash value proceeds when you receive them, and Section 18 governs.

8.3 Substantial Completion and punch list. "Substantial Completion" means the Work is sufficiently complete that the Property can be used for its intended purpose and, where a permit was pulled, the final inspection has passed. It is **not** the completion of every punch item. At Substantial Completion we will walk the Work with you, and you will deliver a written punch list within **ten (10) days** after Substantial Completion. Items not listed within that period are handled as warranty items under Section 14, not as grounds to withhold payment. You may withhold from the final payment only the reasonable value of the identified, unfinished punch items — not the entire balance. **An amount properly withheld under this paragraph is a disputed amount, and withholding it is not a failure to pay for the purposes of Section 14.3 or Section 19.3.**

8.4 Late payment. Amounts unpaid when due bear a service charge from the due date until paid, at **three-quarters of one percent (0.75%) per month, which is nine percent (9%) per year**, on work for a residence; and at **one and one-half percent (1.5%) per month, which is eighteen percent (18%) per year**, on work for property used primarily for business or commercial purposes. **In each case the rate is the stated rate or the maximum rate permitted by the law of the state where the Property is located, whichever is less.**

8.5 Suspension. If payment of an undisputed amount is more than **ten (10) days** past due, we may suspend the Work on written notice without being in breach, and the schedule extends accordingly. Remobilization after a suspension caused by non-payment is a Change Order item.

8.6 Card payments and billing disputes. Where you pay by card, we ask that you give us written notice and a reasonable opportunity to resolve any billing dispute before initiating a chargeback, so the matter can be corrected directly. A chargeback does not by itself extinguish an amount properly owed. **Nothing in this paragraph waives, limits, or conditions any right you have under federal or state law, including the Fair Credit Billing Act and Regulation Z, or under the rules of the card network.**

8.7 Lien rights. We reserve all mechanic's lien and bond rights available under the law of the state where the Property is located. **We will not assert a lien for more than the unpaid contract balance plus approved Change Orders and amounts the statute permits.** See Part II or Part III for the notices the applicable statute requires.

9. Schedule, weather, and delay

9.1 Dates are estimates. Start and completion dates are good-faith estimates, not guarantees. Time is not of the essence unless the Contract expressly says so and states a date.

9.2 Excusable delay. We are not liable for delay caused by any of the following:

- rain, snow, ice, hail, wind, lightning, or an ambient temperature outside the manufacturer's stated application range;
- any other adverse weather or its after-effects, including a saturated or unsafe deck;
- material shortage, allocation, or discontinuation, or delay by a supplier or carrier;
- labor shortage or work stoppage;
- tariffs, embargo, or trade restriction;
- epidemic or pandemic, or a public health order;
- an act of government, including permit or inspection delay;
- utility interruption;
- fire, flood, earthquake, or civil unrest;
- an act or omission of you or of anyone you engage; and
- any other cause of a similar kind beyond our reasonable control.

We will give notice within **ten (10) days** of the event, and the schedule extends by the period of delay.

9.3 Delay. Your sole remedy for delay caused by an event listed in Section 9.2 is an extension of time. Where delay is caused by us, your recovery for delay damages is subject to Section 16.2. This paragraph does not limit any remedy for our bad faith or intentional interference.

9.4 Price validity and material escalation. Pricing is valid for **thirty (30) days** from the date of the Contract. If the delivered cost of a principal material identified in the Contract increases by more than **five percent (5%)** between the Contract date and the date of order, we may adjust the price by the amount of the documented increase, supported by supplier invoices or published quotations, and **we will reduce the price by the same mechanism if the cost decreases**. You may terminate within **ten (10) days** of notice of an increase, and Section 19.5 states what you pay. An adjustment under this paragraph is documented on a Change Order under Section 6, and Section 8.1 is subject to this paragraph.

10. Site conditions, access, and protection of your property

10.1 Your pre-work duties. Before work begins, at your cost: remove or secure items hung on walls and stored in the attic; move vehicles, grills, furniture, and potted plants out of the work and staging areas; secure pets; keep children and guests away from the work area and from beneath active work; and identify septic fields, irrigation lines, invisible fencing, low-voltage lighting, and other buried or concealed installations. **We are not responsible for damage to items you were asked to move or secure and did not**, or to unmarked buried installations.

10.2 Access, staging, and hardscape. You will provide reasonable access, a location for the dumpster or dump trailer, and access to water and a standard exterior electrical outlet. You designate that location on the Pre-Work Condition Record.

Roofing requires loaded containers and vehicles of substantial weight on driveways, aprons, walkways, and parking pads. Concrete and asphalt of unknown age, thickness, and base preparation can crack, settle, spall, or mark under those loads even when everything is done carefully. **We are not responsible for cracking, settlement, spalling, or surface marking of hardscape at or near the location you designated, where it occurs despite our reasonable care in placement and loading.** We will use plywood or mat protection where practical, and in all cases if you ask in writing before work begins. If we offer it and you decline, we note that on the Record. Existing paving already in deteriorated condition may fail under ordinary construction loads, and we do not warrant against that. **This paragraph does not excuse our own negligence.**

10.3 Buried and concealed improvements. We rely on what you disclose and mark under Section 3.3. **We are not responsible for damage to an irrigation line or head, low-voltage or landscape lighting, invisible pet fencing, buried conduit, drain tile, septic component, or other concealed improvement that was not disclosed and marked.**

10.4 Plantings. Tear-off produces falling debris, and plantings, sod, and beds within the drip line of the roof are at risk even with reasonable protection. Please relocate or identify in writing anything of special value before we begin. Where we are responsible for damage to plantings, our responsibility is the reasonable cost of replacing them with nursery stock of like kind and comparable size — not mature specimen replacement, landscape design, or any claim for reduced property value.

10.5 Vibration and settlement. Tear-off, decking replacement, and fastening transmit vibration through the structure. **Nail pops, hairline cracking in drywall and plaster, settling of existing finishes, and dislodged attic-stored items are not covered by this Agreement or by our warranty.** This paragraph does not excuse our own negligence.

10.6 Attached equipment. We do not remove, disconnect, relocate, reinstall, re-aim, or recommission satellite dishes, antennas, solar arrays, security cameras, snow retention, holiday lighting installed by others, or similar attached equipment. **You are responsible for arranging that work with the equipment provider before the start date.** Loss of signal, output, or performance following the Work is excluded. This paragraph does not excuse our own negligence.

10.7 Cleanup and magnetic sweep. We will remove our debris and perform a magnetic sweep of accessible drives, walks, and lawn areas at the end of the job. **Please report debris, fastener, or nail-related claims in writing within thirty (30) days of Substantial Completion** so we can return and sweep again. Late notice affects such a claim only to the extent the delay actually prejudiced our ability to inspect, identify the source, or remedy the condition.

10.8 Weather protection during the Work. We will plan the sequence of tear-off against the forecast, will temporarily seal ("dry in") exposed areas at the end of each working day using tarps, underlayment, or another appropriate method, and will photograph the condition of the roof at the end of each day on which the deck is open. Nothing in this paragraph makes us an insurer of the Property against weather.

11. Telling us about damage

11.1 When to tell us. Except as Section 10.7 provides for debris, fastener, and nail-related claims, if you believe we have damaged something at the Property other than the Work itself, please tell us in writing as soon as you can, with photographs if you have them — and:

- for damage you can see outside — hardscape, gutters, landscaping, equipment, vehicles — **before our crew and equipment leave on the final day of work, or within seven (7) days after Substantial Completion**;
- for interior or concealed damage, **within seven (7) days after Substantial Completion**, or within seven (7) days after you discover a condition that could not reasonably have been discovered earlier;
- for water coming into the building, **within forty-eight (48) hours of discovering it**, because the damage grows while it is unreported.

11.2 Why the timing matters. Prompt notice lets us and our insurer look at the condition, photograph it, and work out what caused it while the physical evidence is still intact. Once something is repaired, altered, or removed, or once enough time passes, the cause usually cannot be determined reliably. Please leave the condition as it is and let us inspect before you repair, alter, or remove it.

11.3 What late notice affects. Our obligation under this Agreement to repair, replace, or pay for damage to your property other than the Work is conditioned on written notice under Section 11.1. **Late notice affects such a claim only to the extent the delay actually prejudiced our ability to inspect, identify the source, or remedy the condition.**

11.4 WHAT THIS SECTION DOES NOT DO

This Section does not limit, and must not be read to limit, the time within which you may bring any suit or action. It states a condition on our contractual repair obligation and nothing more. Your rights under the law, including any period of limitation, are unaffected. **This Section does not apply to any claim under a consumer protection statute, or to any action brought to preserve a period of limitation.**

12. Hazardous and regulated materials

12.1 Excluded from the Work. The price excludes identification, testing, handling, abatement, and disposal of asbestos, lead-based paint, mold, and any other hazardous or regulated material. **Older roofing felts, shingles, and mastics can contain asbestos, and painted fascia, rake, and soffit on a pre-1978 house can contain lead.**

12.2 Stop work. On encountering or suspecting such a material, we will stop work in the affected area and notify you immediately.

12.3 Your responsibility. You are the owner of the Property. You are responsible for testing and for retaining a properly licensed and certified abatement contractor. Where the law makes us responsible as the renovation firm, we will meet that responsibility. Schedule and price adjust by Change Order. We make no representation that any condition has been abated or remediated.

12.4 Lead-safe work practices. The federal Renovation, Repair and Painting Rule applies where the Property was built before 1978 and the Work will disturb more than six square feet of interior painted surface per room, or more than **twenty square feet of exterior painted surface** — a threshold a tear-off can reach through painted fascia, rake, or soffit. Where it applies, the Work will be performed by a certified firm using lead-safe work practices and directed by a certified renovator, and we will deliver the *Renovate Right* pamphlet and obtain your written acknowledgment of receipt before work begins. **Where we do not hold the required certification for a covered project, we will not perform that portion of the Work.**

13. Subcontractors, insurance, and safety

13.1 Subcontracting. We may perform the Work through subcontractors. We remain responsible to you for the Work. Subcontractors are independent contractors and are not your employees or agents.

13.2 Insurance. We maintain commercial general liability insurance and workers' compensation coverage as required by the law of the state where the Property is located, and will furnish a certificate on request. **We will not permit a subcontractor to perform any part of the Work unless that subcontractor has furnished current evidence of general liability insurance naming Loxley as an additional insured, and of workers' compensation coverage.**

13.3 Safety and site control. We control the means, methods, sequences, and safety of the Work. **You and your family, guests, tenants, and other trades must stay off the roof and out of the work area and off scaffolding while work is under way.** Please leave direction of our crews to us.

13.4 Our indemnity. We will indemnify and hold you harmless from third-party claims for bodily injury or damage to property other than the Work, to the extent caused by the negligence or wrongful act of Loxley or of our own subcontractors or suppliers.

14. Limited roofing workmanship warranty

14.1 What we warrant. We warrant that the Work will be free from defects in workmanship for **ten (10) years** from the date of Substantial Completion. Within that period we will, at our option, repair the defective workmanship, replace the affected portion of the Work, or refund the portion of the price allocable to it. **This is a LIMITED WARRANTY.**

14.2 Manufacturer's warranty. Materials carry only the warranty the manufacturer provides. That warranty is the **manufacturer's** obligation, not ours. The manufacturer's written terms govern it. We will deliver the manufacturer's warranty document to you. **Notice to Loxley is not notice to the manufacturer.** Most manufacturers require written notice within a short period — commonly thirty (30) days of discovering a leak — require registration, restrict transfer, and condition coverage on your maintenance and record-keeping. You are responsible for meeting those conditions.

14.3 Conditions. The warranty takes effect when all **undisputed** amounts due under the Contract, including approved Change Orders, have been paid. An amount properly withheld under Section 8.3 does not delay or defeat it. You will give us written notice of a claimed defect within **thirty (30) days** of discovering it, and will give us reasonable access and a reasonable opportunity to inspect and to cure before anyone else performs work on the affected area. **Late notice affects a claim only to the extent the delay actually prejudiced our ability to inspect, cure, or mitigate.**

14.4 Exclusions. The Limited Warranty does not cover:

- damage from wind exceeding the manufacturer's rated wind speed for the material installed;
- hail, ice, snow load, lightning, flood, earthquake, fire, or falling objects, or any event exceeding the design or rated capacity of the material installed;
- foot traffic and rooftop activity;
- work, alteration, penetration, or repair performed by anyone other than Loxley or a manufacturer-authorized applicator — **except repairs you have made after we failed to inspect or respond within the periods in Section 15.2**;
- equipment installed on or through the roof by others, including satellite, solar, antenna, and mechanical equipment;
- standing water, and drainage or slope conditions designed or built by others;
- condensation, ice damming, and ventilation or insulation deficiencies in the existing structure;
- movement, settlement, or deficiency of the existing framing, deck, or substrate;
- ordinary wear, weathering, discoloration, algae, and granule loss within manufacturer tolerance;
- neglect or failure to maintain; and
- damage caused by your failure to take reasonable steps to limit it after you discover a condition.

14.5 Transfer. The warranty runs to the Owner named in the Contract. It may be transferred once, to the next owner of the Property, on written notice to us within **thirty (30) days** of the transfer of title. **There is no transfer fee.** It does not otherwise run with the land.

14.6 How to make a warranty claim. Write to Loxley Roofing & Construction, 524 Clark Ave, Kirkwood, MO 63122, or email nova@theloxleycorp.com, describing the condition and its location and giving the Property address and the date of Substantial Completion. We will contact you to arrange inspection within **two (2) business days**, will inspect within fourteen (14) days, and will respond in writing within fourteen (14) days after inspecting, as Section 15 provides.

14.7 IMPLIED WARRANTIES — HOW LONG THEY LAST

In plain terms: the law may give you warranties we did not write down. We are not taking those away. We are saying they last as long as our written warranty lasts, and no longer.

TO THE FULLEST EXTENT THE LAW ALLOWS, ANY IMPLIED WARRANTY THAT APPLIES TO THE WORK — INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE — IS LIMITED IN DURATION TO THE TERM OF THE WRITTEN LIMITED WARRANTY IN SECTION 14.1. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

15. Notice of claim and right to cure

15.1 Written notice. Before starting a lawsuit over a claimed defect or breach, and as a condition of the warranty in Section 14, you will give us written notice describing the claimed defect or breach in reasonable detail and identifying its location. **The exceptions in Section 23.1 apply to this paragraph, and this paragraph does not apply to any claim under a consumer protection statute or to any action brought to preserve a limitation period. Late notice under this paragraph affects a claim only to the extent the delay actually prejudiced our ability to inspect, cure, or mitigate.**

15.2 Opportunity to inspect and cure. We will inspect within **fourteen (14) days** of the notice and, within **fourteen (14) days** after inspecting, will respond in writing by offering to repair, offering compensation, or stating why we dispute the claim. If we do not inspect within fourteen (14) days, we will respond in writing within twenty-eight (28) days of the notice. You will provide reasonable access. **You are not obligated to accept any offer we make.**

15.3 Mitigation. You will take reasonable steps to protect the Property from further damage after discovering a condition, and will not allow another contractor to repair the affected area before we have had the opportunity in Section 15.2, except where emergency protective measures are necessary.

16. Allocation of risk

The following provisions allocate risk between us. They are stated plainly because you are entitled to understand exactly what is being agreed, and they carry express exceptions for the things that cannot be allocated by contract.

16.1 LIMITATION OF LIABILITY

In plain terms: there is a ceiling on the money you can recover from us. The ceiling is the price stated in the Contract, or the limits of our liability insurance for the claim — whichever is higher. It applies even where the loss was caused by our own carelessness. **The ceiling is never lower than the price you agreed to pay.** The words "negligence" and "fault" appear below on purpose, so that you know exactly what is being agreed. Section 16.4 lists what this ceiling does not touch, and that list includes injury to any person.

EXCEPT AS SECTION 16.4 PROVIDES, LOXLEY'S TOTAL LIABILITY TO THE OWNER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE WORK OR THIS AGREEMENT — INCLUDING CLAIMS ARISING OUT OF LOXLEY'S OWN NEGLIGENCE OR FAULT, AND WHETHER THE CLAIM IS BROUGHT IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE — WILL NOT EXCEED THE GREATER OF (A) THE TOTAL PRICE STATED IN THE CONTRACT, INCLUDING APPROVED CHANGE ORDERS, OR (B) THE LIMITS OF LOXLEY'S LIABILITY INSURANCE APPLICABLE TO THE CLAIM.

16.2 KNOCK-ON LOSSES

In plain terms: neither of us can claim from the other for losses that follow on from a problem rather than being the problem itself — a hotel bill, lost rent, lost profit, and the like. **This runs both ways.** Section 16.4 lists what it does not touch.

EXCEPT AS SECTION 16.4 PROVIDES, NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING LOSS OF USE, LOSS OF RENT OR RENTAL VALUE, ALTERNATE HOUSING, RELOCATION AND STORAGE COST, LOST PROFIT, LOST BUSINESS OR REPUTATION, AND FINANCING COST — INCLUDING SUCH DAMAGES ARISING OUT OF EITHER PARTY'S OWN NEGLIGENCE OR FAULT. THIS WAIVER IS MUTUAL.

Loxley waives the same categories against you. If you cancel or breach, our remedies are those stated in Section 19, together with the service charge in Section 8.4, our lien rights under Section 8.7, and fees and costs under Section 23.3.

16.3 SOLE AND EXCLUSIVE REMEDY

The remedies stated in Sections 14 and 15 are your sole and exclusive remedies for any defect in the Work, subject to Section 16.4. If the repair-or-replace remedy fails of its essential purpose — that is, if repair or replacement does not actually fix the problem — we will refund the portion of the price allocable to the affected portion of the Work, and that refund remedy survives. **This paragraph does not apply, and you may pursue any remedy the law allows, where the remedy stated in Section 14 is unavailable for any reason within our control** — including a refusal or failure to inspect, to respond, or to perform under Sections 14 and 15.

16.4 WHAT SECTION 16 DOES NOT LIMIT

Nothing in Section 16 limits, excludes, or caps any of the following:

- **Liability for bodily injury, sickness, disease, or death** to any person.
- **Liability for intentional, willful, wanton, or reckless conduct**, fraud, or intentional misrepresentation.
- Any right or remedy you hold under a **consumer protection statute**, including the Missouri Merchandising Practices Act and the Illinois Consumer Fraud and Deceptive Business Practices Act, and any right to attorney's fees or punitive damages under those statutes.
- Any **statutory right of cancellation** described in Part II or Part III.

Sections 16.1 and 16.2 also do not excuse us from performing the Limited Warranty in Section 14. They cap the money recoverable if we fail to perform it; they do not release us from performing it.

16.5 Mutual waiver of rights of recovery. Effective on signature, which is before any loss occurs, and to the extent of insurance proceeds actually received, each party waives all rights of recovery against the other, and against the other's subcontractors, officers, and employees, for loss to the Property or to the Work that is covered by that party's own property insurance. This waiver is effective even where the loss was caused by the negligence or fault of the party against whom recovery is waived. It applies only to loss covered and paid by insurance, and it does not apply to bodily injury or death, to any deductible or uninsured portion of a loss, or to conduct described in Section 16.4. **You are not required to take any step that would impair your own coverage or breach your policy**; you will, on request and without cost, ask your insurer to endorse a waiver of subrogation, and an insurer's failure to grant one is not a breach of this Agreement.

17. Claims brought by other people

17.1 What you cover. To the fullest extent the law allows, you will indemnify and hold us harmless from **a claim brought against us by someone else**, and from the damages, losses, and expenses of that claim including reasonable attorney's fees, **to the extent** the claim arises out of:

- the negligent or wrongful act or omission of you, or of any person at the Property with your permission — including family and household members, guests, invitees, tenants, and your other contractors and vendors; or
- your failure to disclose or mark a known condition or a concealed improvement as Sections 3.3 and 4.1 require.

17.2 WHAT YOU DO NOT COVER

This does not extend to, and expressly excludes, any claim, damage, loss, or expense caused in whole or in part by the negligence or wrongdoing of Loxley or of anyone acting on our behalf. The carve-outs in Section 16.4 apply to this Section as well, and nothing in this Section makes you responsible for a condition you did not know about. This provision is written to comply with § 434.100, RSMo, and 740 ILCS 35/1, and is to be read — and if necessary narrowed — so as to be enforceable to the greatest extent those statutes permit.

17.3 No third-party rights. This Agreement is between you and us. It gives no rights to anyone who is not a party to it, and there are no third-party beneficiaries.

18. Roofing work funded by an insurance claim

This Section applies where you intend to fund all or part of the Work with proceeds of a property insurance claim. It applies in addition to, and does not limit, the statutory notices in Part II or Part III.

18.1 LOXLEY IS NOT A PUBLIC ADJUSTER

We are not a licensed public adjuster and do not act as one. We will not represent or negotiate on your behalf on any insurance claim, will not file or report a claim for you, will not sign or submit a proof of loss, will not settle or adjust a claim, and will not accept any fee measured by a claim recovery. We **may**: inspect and document the condition of the Property with your permission; prepare and provide our own estimate of our own scope at our own price, which you may submit to your insurer; confer with the insurer's representative about the condition of the Property; and discuss repair and replacement options with you and with the insurer's representative. **You communicate with your insurer, you make the claim, and you decide whether to accept the insurer's determination.** If you want a representative on the claim itself, you should engage a licensed public adjuster or an attorney.

18.2 YOUR INSURANCE DEDUCTIBLE

You are responsible for paying the full amount of your insurance deductible. We have not offered, and will not offer, to pay, waive, rebate, absorb, discount, or in any way cover all or any part of it. No allowance, discount against fees, upgrade, gift, prize, bonus, coupon, credit, referral fee, or other item of value has been or will be given as an inducement to enter into this Agreement. Any statement to the contrary by any person is unauthorized and void.

18.3 You owe the contract price. You, not your insurer, are the party contracting with us. **You are liable for the full contract price regardless of the amount your insurer approves, pays, or declines to pay.** The price is not defined as, and does not float with, the insurance proceeds.

18.4 Scope below the contract price — our exit. If the insurer's approved payment, together with the deductible and any recoverable depreciation, is less than the price, we will confer with you. If we cannot agree on a revised scope and price within **fifteen (15) days**, **either party may terminate this Agreement without penalty**, and we will be paid only for work actually performed and non-returnable material actually ordered. **This paragraph is subject to Section 19.1**: where you cancel within a statutory window after an insurer's notice that all or any part of the claim is not a covered loss, the statutory full-refund rule governs and we retain nothing except emergency work authorized under Section 18.9.

18.5 Proceeds and recoverable depreciation. You will provide us with a complete copy of the insurer's estimate, every supplement, and every payment statement. You will apply insurance proceeds received for our scope of work — including the actual cash value payment, any supplement, and any recoverable depreciation released after completion — to the price, and will remit them to us within **ten (10) days** of receipt. You will promptly sign and provide any endorsement your mortgage holder requires. **This is a payment covenant, not an assignment of insurance benefits; we acquire no rights against your insurer.**

18.6 Payment does not wait on the carrier. Except as Section 8.2 provides for the first payment on insurance-funded Work, payment is due on the schedule in Section 8 regardless of when the insurer or the mortgage holder releases funds. Where a mortgage holder escrows proceeds and releases them in draws against inspections, you will promptly request each draw, provide the documentation required, schedule required inspections, and endorse and remit each release within the period in Section 18.5.

18.7 Supplements. A supplement is our revised statement of **our own scope and our own price**, supported by the code provisions, manufacturer requirements, and site conditions that make the additional work necessary. We prepare the supplement and provide it to you; you submit it to your insurer and you communicate with the insurer about it. **We do not negotiate the claim.** Where the insurer declines all or part of a supplement, you remain liable for the price under Section 18.3, and Section 18.4 applies.

18.8 Code upgrades and matching. Work required by current code that was not part of the insured loss — for example ice-and-water barrier, drip edge, deck fastening, or ventilation required by the current adopted edition — is frequently **not** paid by a property insurance policy unless the policy carries ordinance-or-law coverage, and such coverage is commonly capped and limited to laws in force at the date of loss. Separately, an insurer may decline to pay for replacement of undamaged slopes or elevations that will not match the repaired area. **We make no representation that any insurer will pay for a code upgrade or for matching.** Code upgrades required by a change in the governing code edition, a local amendment, or an inspector's interpretation are Change Order items under Section 7.2. Section 7.3 governs upgrades an inspector requires to portions of the Property outside the scope of the Work. Either way they are your responsibility. Whether an insurer pays for matching is a coverage question between you and your insurer.

18.9 Emergency mitigation. Emergency protective work — tarping, board-up, water diversion — is performed **only** under a separate written authorization signed and dated by you, stating that you agree the work is necessary to prevent damage to the Property. We will not perform emergency work on a verbal request. **Where the Contract was solicited at your residence, federal and Missouri law**

additionally require that the request for emergency service be a separate, dated statement in your own handwriting describing the emergency — a printed checkbox or pre-printed sentence does not satisfy it. The emergency authorization form provided with your Contract has ruled space for that statement.

19. Cancellation, suspension, and termination

19.1 YOUR STATUTORY RIGHTS COME FIRST

Nothing in this Section limits any statutory right of cancellation or rescission. **No cancellation charge of any kind applies during any statutory cancellation window**, and where you cancel within such a window we will refund all payments and deposits within the period the statute requires. We retain compensation for emergency services **only** where the statute permitting retention applies and its conditions are met — which, on a contract solicited at your residence, includes your own handwritten statement under Section 18.9. On a solicited sale, where those conditions are not met, we are entitled to no compensation for services performed before cancellation. The applicable windows are set out in Part II (Missouri) and Part III (Illinois). More than one may apply, and they run on different triggers.

19.2 Cancellation by you outside every statutory window. You may cancel on written notice. Because we incur real cost before a crew arrives, and because that cost is difficult to estimate in advance — crew scheduling is committed ahead and a canceled slot cannot reliably be refilled, roofing material is ordered by color and lot and is often non-returnable, and permit and measurement cost is spent — you will pay the following, which reimburses our documented actual cost and nothing more:

STAGE REACHED WHEN NOTICE IS RECEIVED	WHAT YOU PAY	BASIS
After every statutory window, before material is ordered	Documented soft costs actually incurred — measurement and inspection labor, engineering, and permit fees paid. Nothing else.	Actual cost, itemized with receipts on request
After material is ordered, before delivery	The above, plus the supplier's actual restocking charge and the full cost of non-returnable or special-order material	Supplier invoices produced on request
After delivery or mobilization	The above, plus the value of Work actually performed and material actually installed	Unit Prices where the Contract states them; otherwise documented cost

We will itemize the charge in writing and produce the supporting invoices. **We will not retain any amount we cannot document.** Where a deposit exceeds the documented charge, the balance is refunded within **ten (10) days**.

19.3 Termination by Loxley for cause. We may terminate on **ten (10) days'** written notice if you fail to pay an undisputed amount when due and do not cure; refuse reasonable access; direct work that violates code, manufacturer requirements, or safety law; or if a condition at the Property makes the Work unsafe. On such termination we are paid for work performed, material ordered, and reasonable demobilization cost.

19.4 Termination by you for cause. You may terminate if we fail to perform a material obligation and do not cure within **ten (10) days** of written notice describing the failure, subject to Section 15. **On termination under this paragraph you pay only for the value of conforming Work actually performed, and no charge under Section 19.2 applies.**

19.5 What you pay when the Agreement ends early. Wherever this Agreement provides that you pay for Work performed on an early termination — under Sections 9.4, 18.4, 19.3, or 19.4 — the amount is the same: **(a)** the value of Work actually performed and material actually installed, at Unit Prices where the Contract states them and otherwise at documented cost; plus **(b)** the documented cost of non-returnable or special-order material actually ordered; plus **(c)** on a termination under Section 19.3 only, reasonable documented demobilization cost. Nothing else. Section 19.1 governs where a statutory cancellation window applies.

19.6 Suspension for conditions. Either party may suspend work while a hazardous material under Section 12, a structural question, or an emergency is resolved. The schedule extends accordingly.

20. Photographs, video, and drone imagery

20.1 Documentation. We photograph and record video of our projects before, during, and after the Work for estimating, quality control, warranty, training, and dispute-resolution purposes. This documentation protects both of us.

20.2 Drone operation. Where we use an unmanned aircraft, it will be operated by a certificated remote pilot in compliance with federal aviation regulations, limited to the Property, and directed away from neighboring properties. You consent to flight over the Property for inspection and documentation.

20.3 Marketing use, and how to decline it. You grant us a non-exclusive, royalty-free license to use photographs, video, and aerial imagery of the Work in our portfolio, website, and marketing. **We will not publish your street address, your name, or the fact that an insurance claim was made, and will not publish an image in which any person is identifiable, without your separate written consent.** The license is revocable as to future publication on written notice. **You may decline marketing use entirely at any time by telling us in writing**; declining has no effect on price, scope, schedule, or warranty, and we will still keep documentation for the internal purposes in Section 20.1.

21. Communications

21.1 Project communications. You consent to be contacted by us by telephone call, text message, and email at the numbers and addresses given in the Contract, for scheduling, project updates, service, warranty, billing, and other matters relating to the Work.

21.2 Marketing communications are separate and optional. Consent to receive **marketing** calls or texts — including calls or texts made with an automatic telephone dialing system or a prerecorded or artificial voice — is given only by separately opting in on the Contract. **Consent to marketing communications is not a condition of purchasing any goods or services.** Message frequency varies; message and data rates may apply.

21.3 How to stop. You may withdraw consent at any time and **by any reasonable means** — by replying STOP or any similar word to a text, by telling any Loxley employee by phone, in person, or by voicemail, by email, or in writing to the address in Section 24.4. We will honor a withdrawal no later than ten (10) business days after receiving it. Withdrawing consent to marketing does not stop communications about a project in progress. If you tell us to stop all contact, we will stop both.

21.4 Do-not-call. We maintain an internal do-not-call list and scrub against the National Do Not Call Registry and the applicable state registries. A request not to be contacted is honored indefinitely.

22. Reviews and feedback

22.1 We do not restrict what you may say about Loxley or about the Work. Nothing in this Agreement prohibits, penalizes, or conditions any review, rating, or public comment, and you assign no rights in any review to us. We ask only this: if something is wrong, tell us first under Section 15, so we have the chance to fix it.

23. Resolving disputes

The purpose of this Section is to resolve problems quickly and cheaply. The steps run in order.

STEP	WHAT HAPPENS	TIMING
1. Notice	Written notice describing the problem, delivered under Section 24.4.	Before any other step.
2. Cure	We inspect and respond in writing under Section 15.	14 days to inspect; 14 days to respond.
3. Meeting	A good-faith meeting or call between people with authority to settle.	Within **fifteen (15) days** of our response.
4. Mediation	Non-binding mediation before a neutral mediator we agree on, in the county where the Property is located. **We split the mediator's fee equally**; each party pays its own other costs.	Within **thirty (30) days** of the meeting, if it does not resolve.

5. Court	Either party may bring an action in the state or federal courts serving the county where the Property is located.	After mediation, or if the other party will not participate.

23.1 Exceptions to the steps. Either party may at any time, without first completing Steps 1 through 4: bring an individual action in small claims court; seek a temporary restraining order or injunction to prevent imminent harm; file, perfect, or enforce a mechanic's lien or bond claim, or defend against one; **bring any action necessary to preserve a period of limitation**; and bring any claim under a consumer protection statute. **These exceptions run to both parties equally.** Filing to preserve a deadline does not waive the obligation to complete the steps.

23.2 Outer limit and tolling. Steps 1 through 4 must be completed within **ninety (90) days** of the initial written notice, after which either party may proceed to Step 5 whether or not the earlier steps were completed. **Every period of limitation applicable to a claim is tolled and suspended while Steps 1 through 4 are pending**, and nothing in this Section limits, directly or indirectly, the time within which any action may be brought.

23.3 Attorney's fees — mutual. In any action to enforce this Agreement, **the prevailing party will recover its reasonable attorney's fees and costs**, including costs of collection and of enforcing lien rights. The prevailing party is the party obtaining a net monetary recovery or the substantial relief it sought. This provision applies equally to both parties, and nothing in it limits your right to recover fees under any consumer protection statute.

23.4 Governing law and venue. This Agreement is governed by the law of the state where the Property is located — **Missouri law for property in Missouri, Illinois law for property in Illinois** — without regard to conflict-of-laws rules. Venue lies in the county where the Property is located.

23.5 No jury waiver, no arbitration. This Agreement contains **no** pre-dispute waiver of jury trial and **no** mandatory arbitration clause. Any arbitration provision on a commercial project applies only if it is stated in the Contract and separately signed.

24. General provisions

24.1 Severability. If any provision is held invalid, void, unenforceable, or unconscionable in whole or in part, that provision is cut back only as far as needed to make it valid and **the remainder of the Agreement continues in full force**. Each provision, sentence, and clause is intended to be independently severable.

24.2 No waiver. A failure or delay in enforcing any provision is not a waiver of it or of any other provision, and no waiver is effective unless in writing.

24.3 Assignment. You may not assign this Agreement without our written consent, which we will not unreasonably withhold. We may assign to a successor to substantially all of our business, and will remain responsible for the Limited Warranty in Section 14 to the extent the law provides.

24.4 Notices. Notices must be in writing and delivered by hand, by email to the address in the Contract, by certified mail, or by a nationally recognized courier, and are effective on delivery or on refusal of delivery. **Email is sufficient for any notice under this Agreement, including a warranty claim under Section 14 and a dispute notice under Section 23.** We will not deny a claim on the basis of the method by which a notice we actually received was delivered. Notices to Loxley go to 524 Clark Ave, Kirkwood, MO 63122, or nova@theloxleycorp.com.

24.5 Electronic records and signatures. We each consent to conducting this transaction electronically. An electronic signature has the same effect as a handwritten one, and neither party will object to the admission of an electronic or scanned copy of a signed document on the ground that it is not an original.

24.6 Survival. Sections 3, 8, 11, 13.4, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25 survive completion, cancellation, or termination.

24.7 Headings. Headings are for convenience only.

24.8 Third parties. This Agreement is for the benefit of the parties only and creates no rights in any other person, except that Sections 16.1, 16.2, and 16.5 extend to Loxley's officers, employees, and subcontractors.

25. Low-slope and commercial roofing

This Section applies only where the Contract covers a low-slope or single-ply roof system, and supplements the Sections above.

25.1 Substrate and existing conditions. The price assumes the deck type, thickness, and condition stated in the Contract, and assumes existing insulation is dry. Deck replacement, wet insulation removal, and substrate remediation are excluded and priced at the unit rates in the Contract. We offer an infrared or core-cut moisture survey as a separately priced pre-construction service; where you decline, we record your decision in writing and the associated risk remains with you.

25.2 Slope, drainage, and standing water. Section 2.3 applies with emphasis. Roof slope and drainage are the responsibility of the Owner and the roof system designer, not of the installing contractor. **Standing water is excluded from our warranty and commonly limits or voids the manufacturer's warranty**; the period within which the manufacturer requires the roof to drain is stated in the manufacturer's published warranty for the specified system, which is provided to you. Tapered insulation, additional drains, and sumps are offered as priced options.

25.3 Manufacturer system warranty. Where the Contract includes a manufacturer system warranty, including a No Dollar Limit warranty, it is issued by the manufacturer on the manufacturer's terms, which typically require: use of the manufacturer's products throughout with no substitution; installation by a currently authorized applicator; manufacturer inspection and correction of noted deficiencies before issuance; **payment in full by you to Loxley, and by Loxley to the manufacturer**; written notice of any leak within the period stated, commonly thirty (30) days; and your ongoing maintenance and record-keeping.

25.4 Your maintenance and traffic obligations. On a Property used for residential purposes, you will keep drains, scuppers, and gutters clear, keep the roof clear of stored items, and contact us before anyone goes on the roof. **On a Property used for commercial purposes**, to preserve both the manufacturer's warranty and ours, you will also: inspect the roof at least semi-annually and after any significant wind, hail, or rainfall event; maintain a written **roof access and traffic log** recording every person who goes on the roof and why; keep drains, scuppers, and gutters clear; keep grease, animal fats, vegetable oils, solvents, and chemicals off the membrane and clean any incidental discharge promptly; and install and maintain walkway pads where equipment requires regular service.

25.5 Other trades and post-completion penetrations. No penetration, alteration, attachment, or repair may be made to the completed roof by anyone other than Loxley or another manufacturer-authorized applicator acting with the manufacturer's prior written approval. Our warranty terminates as to any area altered by others, and the manufacturer's warranty is commonly voided by unapproved work. This includes mechanical equipment, solar arrays, antennas, signage, guardrail, and lightning protection installed by others.

25.6 Access, occupancy, and after-hours work. The Contract states working hours, staging and laydown areas, hoisting locations, and interior protection. Where access is denied on a scheduled day, standby and remobilization cost is a Change Order item. Work required outside normal hours to accommodate building operations is priced separately.

25.7 Tenant and third-party claims. The mutual waivers in Sections 16.2 and 16.5 run between Loxley and the Owner and do **not** bind tenants or other occupants. **On a Property used for commercial purposes**, the Owner will use commercially reasonable efforts to obtain waivers of subrogation from tenants.

25.8 Tenant indemnity. Separately, and on a Property used for commercial purposes, to the extent permitted by law and subject to Sections 16.4 and 17.2, the Owner will indemnify Loxley against tenant claims for loss of use, business interruption, and lost profit arising from the Work — **except to the extent caused in whole or in part by Loxley's own negligence or wrongful act**. The anti-indemnity statutes of both states place that conduct outside any indemnity.

PART II

Missouri Annex

This Part applies to roofing work on property located in Missouri and controls over any conflicting term above. Missouri has **no statewide roofing or general contractor license** — licensing and registration are municipal, and we register separately in each jurisdiction where we pull a permit. The notices in M-1 and M-3 are prescribed by statute or federal rule and their wording is set by law; we do not vary it. M-4 reproduces a notice Missouri law requires where that law applies to the project. **M-2 is Loxley's own disclosure of the requirement in § 407.725.2, RSMo, not statutory wording.**

M-1. Notice to Owner — mechanic's lien

Required of an original contractor by § 429.012, RSMo, in ten-point bold type, given before Loxley receives any payment in any form. This notice is delivered to you with your Contract.

REQUIRED BY § 429.012, RSMO · TEN-POINT BOLD TYPE

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

M-2. Insurance deductible

LOXLEY DISCLOSURE OF THE REQUIREMENT IN § 407.725.2, RSMO — NOT STATUTORY WORDING

MISSOURI LAW PROHIBITS A ROOFING OR EXTERIOR CONTRACTOR FROM PAYING, WAIVING, REBATING, OR PROMISING TO PAY, WAIVE, OR REBATE ALL OR ANY PART OF YOUR INSURANCE DEDUCTIBLE, AND FROM OFFERING ANY ALLOWANCE, DISCOUNT, GIFT, BONUS, COUPON, CREDIT, OR REFERRAL FEE AS AN INDUCEMENT TO SIGN THIS CONTRACT. YOU ARE RESPONSIBLE FOR PAYING YOUR DEDUCTIBLE IN FULL. LOXLEY HAS NOT OFFERED TO PAY OR ABSORB ANY PART OF IT.

M-3. Your rights to cancel

Two separate cancellation rights can apply to a Missouri roofing contract. They run on different triggers and neither substitutes for the other. **The detachable NOTICE OF CANCELLATION forms are separate documents provided in duplicate with your Contract**; the statements below are reproduced here for your reference.

INSURANCE CLAIM · REQUIRED BY § 407.725.4(1), RSMO · TEN-POINT BOLD MINIMUM

You may cancel this contract at any time before midnight on the fifth business day after you have received written notification from your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy. See attached notice of cancellation form for an explanation of this right.

SIGNED AT YOUR RESIDENCE · REQUIRED BY 16 C.F.R. § 429.1(A) · TEN-POINT BOLD MINIMUM

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Refunds. If you cancel within either window, we will return all payments, partial payments, deposits, and any note or other evidence of indebtedness within ten days. We may retain compensation only for emergency services you acknowledged in writing were necessary to prevent damage to the Property, under Section 18.9 — and on a contract solicited at your residence, only where the statutory conditions for that retention are met. **No other fee applies, and no cancellation charge under Section 19.2 applies inside either window.**

M-4. Resolving defect claims before a lawsuit

Missouri law (§§ 436.350–436.365, RSMo) sets out a process a homeowner follows before filing suit over alleged construction defects, and requires a contractor to give this notice. By its terms that law reaches new residential construction and a "substantial remodel" exceeding one-half of the assessed value of the residence, so it will often not apply to roofing or ordinary repair work. Where it does apply to your project, the process below applies in addition to Section 15 of these Terms. Where it does not, Section 15 governs on its own.

NOTICE REQUIRED BY § 436.353, RSMO

MISSOURI LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO CONSTRUCTED, REPAIRED, OR REMODELED YOUR HOME. NOT LESS THAN NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST DELIVER TO THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE THE CONTRACTOR THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

M-4.1 How the process runs. You deliver a written notice describing the alleged defects. We then have **fourteen (14) days** to respond — by proposing an inspection, offering to remedy without inspecting, offering a remedy plus money, offering money, or disputing the claim. If we inspect, we inspect within **fourteen (14) days** of your election and make any offer within **fourteen (14) days** after inspecting. You then have **thirty (30) days** to accept or reject. **You are not obligated to accept any offer we make.**

M-4.2 What it does not cover. This statutory process does not apply to a claim for personal injury or to an action in small claims court, and by its terms it reaches new residential construction and substantial remodels. Where it does not apply, Section 15 of these Terms governs.

M-5. Missouri-specific terms

M-5.1 No shortened time to sue. Missouri law makes void any contract term that directly or indirectly limits or tends to limit the time within which an action may be brought. **This Agreement contains no such term.** The notice provisions in Sections 10.7, 11.3, 14.3, and 15.1 are duties to give notice, and late notice affects a claim only to the extent the delay actually prejudiced Loxley; none of them, and no other provision of this Agreement, is to be read as limiting or tending to limit the time within which you may bring an action. Section 23.2 expressly tolls every period of limitation while the dispute steps are pending.

M-5.2 No arbitration provision. This Agreement contains no arbitration provision. Missouri law requires a capitalized arbitration notice above the signature line of a contract that contains an arbitration provision. Because this Agreement contains none, that notice is not applicable.

M-5.3 Consumer protection. Nothing in this Agreement waives, limits, or conditions any right you have under the Missouri Merchandising Practices Act, including any right to attorney's fees or punitive damages.

PART III

Illinois Annex

This Part applies to roofing work on property located in Illinois and controls over any conflicting term above. Illinois regulates roofing far more heavily than Missouri: roofing requires a **state license**, home repair over $1,000 requires a written contract and a consumer-rights pamphlet, and **three separate cancellation rights** can run at once.

IL-1. ILLINOIS ROOFING CONTRACTOR LICENSE

Loxley does not perform roofing work on property located in Illinois without a current Illinois roofing contractor license. The licensed name, exactly as it appears on the license, and the license number are stated on your Contract, as Illinois law requires them to appear on every contract, bid, advertisement, and commercial vehicle used to offer roofing services.

IL-2. Required contract contents

Illinois requires every roofing contract to state each of the following. Where an item is stated in the Contract, it is incorporated here.

#	REQUIRED CONTENT	WHERE IT APPEARS
1	The scope of roofing services and materials to be provided	Contract; § 2
2	The approximate dates of service	Contract; § 9
3	For roof repair, the approximate cost based on damage known at the time of contracting	Contract
4	Street address (not a post office box), email address, and telephone number	Header of this document; Contract
5	Identification of the surety and liability coverage insurer, with contact information	IL-5.2 below
6	Cancellation and deposit-refund policy, including a 72-hour rescission right with full refund of any deposit	IL-3 below; §§ 19.1–19.2
7	Statement that the contractor cannot pay, waive, or rebate any insurance deductible where insurance proceeds fund the work	IL-6 below

REQUIRED ON THE FACE OF THE CONTRACT IN BOLD-FACED TYPE · 225 ILCS 335/5.5

LOXLEY ROOFING & CONSTRUCTION SHALL HOLD IN TRUST ANY PAYMENT RECEIVED FROM THE PROPERTY OWNER UNTIL LOXLEY HAS DELIVERED ROOFING MATERIALS TO THE PROPERTY SITE OR HAS PERFORMED A MAJORITY OF THE ROOFING WORK ON THE PROPERTY.

IL-2.1 Home Repair and Remodeling Act. For any home repair contract over $1,000, Illinois separately requires a written contract or work order, signed by you and furnished before work begins, stating **the total cost including parts and materials listed with reasonable particularity**, any charge for an estimate, and our business name and address. The Contract states the total cost and the itemized parts and materials; our business name and address appear in the header of this document and on the Contract. Any charge for an estimate is stated in the Contract, or there is none.

IL-3. Your rights to cancel

Three separate cancellation rights can apply to an Illinois roofing contract. They run on different triggers and none substitutes for another. **The detachable NOTICE OF CANCELLATION forms are separate documents provided in duplicate with your Contract**; the statements below are reproduced here for your reference.

EVERY ILLINOIS ROOFING CONTRACT · 225 ILCS 335/5.5 · 72 HOURS FROM SIGNING

YOU MAY RESCIND THIS ROOFING CONTRACT AND OBTAIN A FULL REFUND OF ANY DEPOSIT BY NOTIFYING LOXLEY ROOFING & CONSTRUCTION IN WRITING AT 524 CLARK AVE, KIRKWOOD, MO 63122, OR BY EMAIL TO NOVA@THELOXLEYCORP.COM, WITHIN 72 HOURS AFTER ENTERING INTO THIS CONTRACT.

INSURANCE CLAIM · REQUIRED BY 815 ILCS 513/18(F) · TEN-POINT BOLD MINIMUM

You may cancel this contract at any time before midnight on the earlier of the fifth business day after you have received written notification from your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy or the thirtieth business day after your insurer has received properly executed proof(s) of loss from you. See attached notice of cancellation form for an explanation of this right.

SIGNED AT YOUR RESIDENCE · 815 ILCS 505/2B · TEN-POINT BOLD MINIMUM

YOU, THE CONSUMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

IL-3.1 IF YOU ARE 65 OR OLDER

If you are 65 or older and you purchased home repair or remodeling services at your home from an uninvited solicitor, you may cancel the Contract by notifying Loxley within fifteen (15) full business days after the day the Contract was signed. Where this right applies it replaces the three-business-day right above, and it is longer.

Refunds. If you cancel within any of these windows, we will return all payments made under the contract within 10 business days, other than payments for goods or services related to a catastrophe that you agreed in writing were necessary to prevent damage to the Property, under Section 18.9. **No cancellation charge under Section 19.2 applies inside any of these windows.**

IL-4. Consumer rights pamphlet

Illinois requires the pamphlet on contracts over $1,000. We provide the Illinois pamphlet *Home Repair: Know Your Consumer Rights* as a separate document, in at least 12-point type and legible ink, **before** the Contract is signed, on every Illinois home repair contract regardless of amount. For contracts over $1,000 we also obtain your signed acknowledgment of receipt in duplicate, on a separate form provided with your Contract.

IL-5. Lien notice, insurance, and fees

IL-5.1 Mechanic's lien. Before any payment is due on an owner-occupied single-family residence, we will furnish the sworn statement of persons furnishing labor and materials that Illinois law requires, together with the following notice.

REQUIRED BY 770 ILCS 60/5 · AT LEAST 10-POINT BOLDFACE

THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING LABOR, SERVICES, MATERIAL, FIXTURES, APPARATUS OR MACHINERY, OR FORMS OR FORM WORK BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR.

IL-5.2 Insurance and surety. For Illinois home repair and remodeling work we maintain public liability and property damage insurance of not less than $100,000 per person and $300,000 per occurrence for bodily injury, $50,000 per occurrence for property damage, and $10,000 per occurrence for improvements not in conformance with applicable State, county, or municipal codes. **Our liability insurer, our surety, and their contact information are identified on your Contract**, as Illinois law requires. A certificate of insurance is available on request.

IL-5.3 Attorney's fees are mutual. Illinois law requires that any attorney-fee provision in a home repair contract permit recovery by all parties. Section 23.3 is mutual and applies as written.

IL-6. Insurance deductible and claim handling

REQUIRED BY 225 ILCS 335/5.5 AND 815 ILCS 513/18(B)

IF YOU PLAN TO USE THE PROCEEDS OF A PROPERTY AND CASUALTY INSURANCE POLICY TO PAY FOR THIS ROOFING WORK, LOXLEY ROOFING & CONSTRUCTION CANNOT PAY, WAIVE, REBATE, OR PROMISE TO PAY, WAIVE, OR REBATE ALL OR PART OF ANY INSURANCE DEDUCTIBLE APPLICABLE TO THE INSURANCE CLAIM FOR PAYMENT FOR ROOFING WORK ON THE COVERED PROPERTY.

IL-6.1 Roof access requires your permission. Illinois law prohibits a contractor from climbing on a roof or inspecting for exterior damage without the insured's express permission. **We obtain your written permission before any inspection**, on a separate form provided with your Contract.

IL-6.2 Claim handling. We will not represent you on any insurance claim, will not call in or file a claim on your behalf, and will not act as a public adjuster. We may provide you an estimate, which you may submit to your insurer; may confer with the insurer's representative about damage to the Property; and may discuss repair and replacement options with you and the insurer's representative. Section 18 applies.

IL-6.3 Emergency work. On a catastrophe claim, we may retain compensation on cancellation only for goods and services you **agreed in writing** were necessary to prevent damage to the Property. Section 18.9 applies.

IL-6.4 No name or license lending. We do not accept compensation for permitting any other contractor to use our business name or license, and we do not perform Illinois work under another entity's license.

Quick reference — the standard terms

A summary for convenience only. It does not modify anything above; where this table and the Sections differ, the Sections govern. Figures marked "per Contract" are set on your individual Contract.

Your rights to cancel

RIGHT	WINDOW	WHERE
Signed at your home — Missouri and Illinois	3 business days	M-3 / IL-3
Any Illinois roofing contract	72 hours from signing, full deposit refund	IL-3
Insurer says the claim is not covered — Missouri	5 business days from that notice	M-3
Insurer says the claim is not covered — Illinois	Earlier of 5 business days from that notice or 30 business days from proof of loss	IL-3
Illinois, if you are 65 or older and we came to you uninvited	15 full business days	IL-3.1
If we raise the price for material escalation	10 days from our notice	9.4
Charge for canceling inside any of those windows	**None**	19.1

Money and timing

TERM	STANDARD	WHERE
Price valid for	30 days from the Contract date	9.4
Payment at signing	**None**	8.2
Payment on material delivery or start	50%	8.2
Balance	At Substantial Completion	8.2
Punch list delivered within	10 days after Substantial Completion	8.3
Service charge, residence	0.75% per month (9% per year)	8.4
Service charge, business or commercial property	1.5% per month (18% per year)	8.4
Suspension for non-payment after	More than 10 days past due	8.5
Overhead and profit on discovered conditions	10% + 10%, or per Contract	5.2
Notice of a concealed condition	Within 14 days of first observing it	5.2
Material escalation trigger	More than a 5% documented increase	9.4
Cancellation charge outside every window	Documented actual cost, plus the value of Work performed once we mobilize	19.2
What you pay if the Agreement ends early	One formula, stated once	19.5
Cure period, Loxley	10 days	19.3
Cure period, you	10 days, plus the inspect-and-respond period in Section 15	19.4
Insurance proceeds remitted to us within	10 days of your receipt	18.5
Insurance scope-gap conferral	15 days, then either party may exit	18.4

Telling us about a problem

TERM	STANDARD	WHERE
Visible outside damage	Before the crew leaves, or 7 days after Substantial Completion	11.1
Interior or concealed damage	7 days after Substantial Completion or after you discover it	11.1
Water coming in	48 hours from discovering it	11.1
Debris and nail claims	30 days after Substantial Completion	10.7
Warranty defect	30 days of discovering it	14.3
We contact you about a warranty claim within	2 business days	14.6
We inspect within / respond within	14 days / 14 days after inspecting	15.2
Does any of this shorten your time to sue?	**No** — expressly not	11.4 / 23.2 / M-5.1

Warranty, risk, and disputes

TERM	STANDARD	WHERE
Workmanship warranty	**10 years from Substantial Completion**	14.1
Warranty transfer	Once, within 30 days of title transfer, no fee	14.5
Implied warranties	Limited in duration to the written warranty, not disclaimed	14.7
Liability ceiling	Contract price, or our insurance limits, whichever is greater **(does not apply to the matters in 16.4)**	16.1
Never limited	Injury to any person; reckless or intentional conduct; your consumer-protection rights; your statutory cancellation rights	16.4
Attorney's fees	Prevailing party, both ways	23.3
Arbitration / jury waiver	**None**	23.5
Where a dispute is heard	The county where the Property is located	23.4
Dispute steps completed within	90 days; every limitation period is tolled meanwhile	23.2

REFERENCE

Documents that go with these Terms

These Terms are one part of your contract package. The documents below are provided separately because the law requires them to be signed, acknowledged, or detachable. If any of them is missing from your package, please tell us before work begins.

DOCUMENT	WHEN YOU RECEIVE IT	WHY IT IS SEPARATE
Signed Contract (proposal, estimate, or agreement)	At signing	Carries the scope, the price, the schedule, and your signature. These Terms are accepted when you sign it.
NOTICE OF CANCELLATION — insurance claim	With the Contract, in duplicate	Statute requires a detachable form you can sign and mail. Missouri and Illinois versions differ.
NOTICE OF CANCELLATION — signed at your residence	With the Contract, in duplicate	Required on any contract signed at your home. We will also tell you about this right orally at signing.
Emergency mitigation authorization	Only if emergency work is needed	Must be signed and dated before tarping or board-up, with your own handwritten description of the emergency where the contract was solicited at your residence.
Pre-Work Condition Record, and your acknowledgment of it	At least 2 business days before we mobilize	Section 3. Photographs of the Property before we start, which you may add to. Your acknowledgment is a signature or a return email.
Manufacturer's warranty document	At completion	The manufacturer's own terms, registration requirements, and transfer rules. Notice to us is not notice to the manufacturer.
Home Repair: Know Your Consumer Rights pamphlet (Illinois only)	Before signing	Statute requires a separate 12-point document and, over $1,000, a signed acknowledgment.
Written permission to inspect (Illinois only)	Before we go on the roof	Illinois law requires your express permission before a contractor climbs on the roof or inspects for exterior damage.
Renovate Right pamphlet (pre-1978 property, where the lead rule applies)	Before work begins	Federal law requires delivery and a written acknowledgment of receipt.

DOCUMENT CONTROL

Document	Roofing Terms and Conditions
Form number	LRC-TC-2.0
Effective	September 2026
Supersedes	Version 1.1 (September 2026)
Applies to	Residential and commercial roofing on property in Missouri and Illinois
Issued by	Loxley Roofing & Construction, 524 Clark Ave, Kirkwood, MO 63122 · (314) 906-6915 · nova@theloxleycorp.com

These Terms are furnished to the Owner in full before signature, as numbered pages of the contract document. Questions about any provision should be directed to Loxley at the address above before the Contract is signed.