

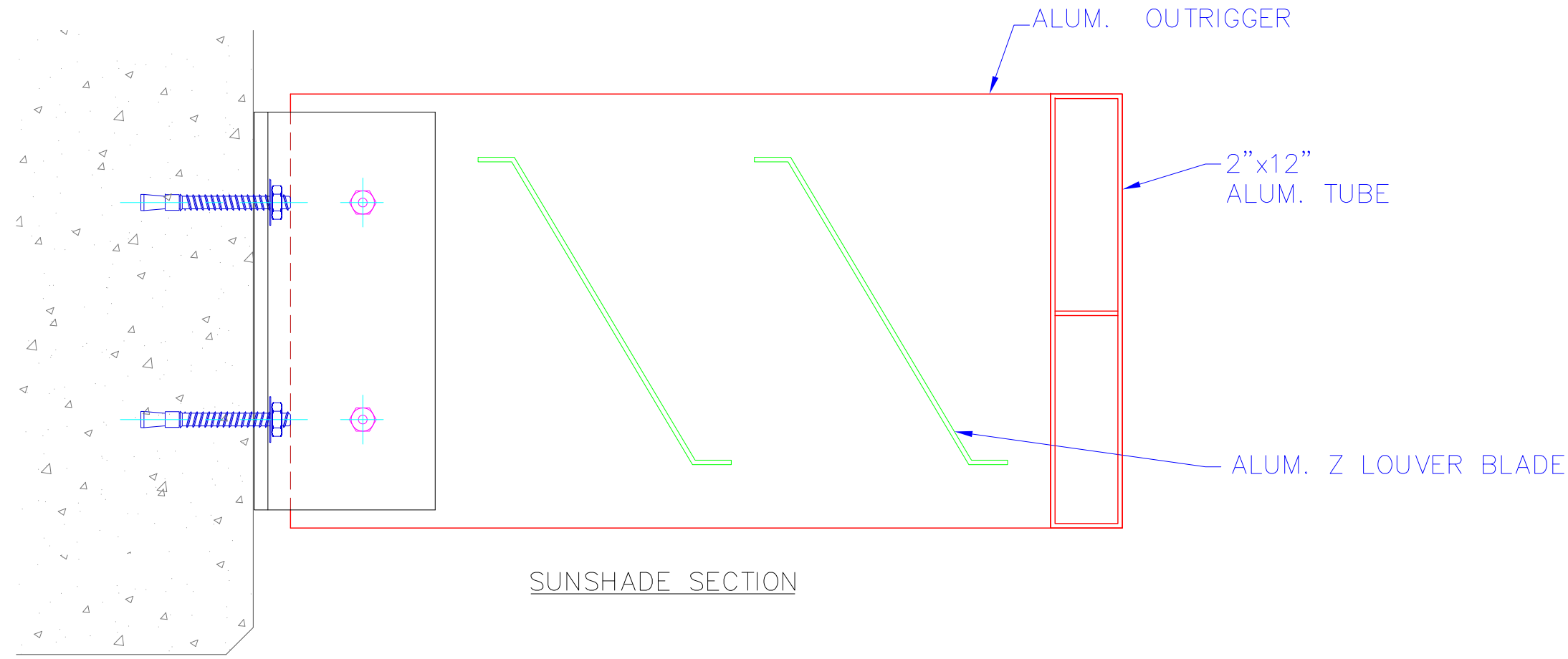
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CONTRACTOR/BUYER:
 HBI CONSTRUCTION



DATE: --/--
 DRAWN BY: ---
 SHEET NO.: -/-

Terms and Conditions of Issue and Acceptance: All the submissions and computer assisted drawings (CAD) herein presented define in detail B & C Awnings Inc's their heirs and assignees intent and scope of work (hereafter called Provider). They are the final definitive complete inventory and agreement of what the buyer, agent general contractor their heirs or assignees (hereafter the Buyer) agrees to buy superseding plans and specifications issued prior to approval date. It is a specific condition of issue that failure of the Buyer to out rightly reject and return submissions is understood to constitutes a full contractual acceptance of them together with all the terms. Buyer agrees to perform regular maintenance and services of a professional Sealer, Caulker, or Roofing expert to complete the seal of the installation and units. Engineering, permits, tests inspections caulking, sealing, flashing are all excluded. Buyer agrees to hereafter indemnify, hold harmless and will pay the attorney fees to protect the Providers interests making no further use of Provider copyrighted submissions and to defend the Provider from any legal action or claim of

what so ever nature associated therewith or emanating there from for any product labor or service rendered by Provider including not limited to allegations of defects present or latent, design deficiencies or construction building damage, water penetration, defective work, sealants, caulking flashing after the said expiration date of the standard guarantee/warranty limited to one year only following the date shown below. Additional, warranty exclusions are Fabric, Vinyl, Material Covers, Metal Finishes purchased by Provider previously manufactured by others the subject of a separate Independent Manufacturers Warranty and where provided by Provider is for product information only. The terms of the Provider Warranty expressly "excluding" any liability or Warranty to supply labor for replacement of Fabric, Vinyl, Material Covers, Metal Finishes manufactured by others. Thereafter, the Buyer must file a claim against that Manufacturer of those Finishes, Fabrics, Applications, Labor or Materials which are the subject of Buyers claim to the exclusion of Provider who have no control and are indemnified here in from liability by Buyer.