



Roofers' Advantage® Products, Inc

STANDARD TERMS AND CONDITIONS OF SALE

Last updated: April 10, 2026

1. EXCLUSIVE GOVERNING LAW AND VENUE

The validity, interpretation, and enforcement of this contract shall be governed by the laws of the State of New Hampshire. Any and all legal actions, claims, or disputes arising out of or relating to this agreement or the sale of merchandise must be brought exclusively in the state or federal courts located in Concord, New Hampshire. Both parties hereby irrevocably waive any right to a trial by jury.

2. OWNERSHIP AND RISK OF LOSS (F.O.B. LOADING)

Seller shall deliver the merchandise F.O.B. Seller's point of shipment.

- **Transfer of Risk:** Title to the goods and the total risk of loss, damage, or destruction passes to the Buyer the moment the merchandise is placed and loaded onto the transport truck or trailer.
- **Buyer Responsibility:** Once the product is loaded, the Buyer (or the Buyer's designated carrier) is solely responsible for the cargo, including its securement and safe transport. The carrier is deemed an agent of the Buyer, not the Seller.
- **Delivery Dates:** Any stated delivery dates are estimates only; Seller is not liable for delays, and such delays do not entitle the Buyer to cancel subsequent installments of an order.

3. SEVERE LIMITATION OF LIABILITY AND REMEDIES

BUYER ACKNOWLEDGES THAT USE OF THE MERCHANDISE IS AT ITS OWN RISK. Merchandise is sold on an "AS IS" and "WHERE IS" basis. Roofers' Advantage® Products, Inc. ("Seller") disclaims all warranties, express or implied, including the implied warranties of merchantability or fitness for a particular purpose.

- **THE LIABILITY CAP:** In the event of any breach of contract, negligence, or product defect, the Buyer's sole and exclusive remedy is limited to a refund of the Net Profit actually realized by the Seller from the specific invoice in question (excluding costs of raw materials, manufacturing, and shipping). Under no circumstances shall the Seller's liability exceed this amount.
- **NO CONSEQUENTIAL DAMAGES:** Seller shall not be liable for any incidental, consequential, special, indirect, or punitive damages, including but not limited to lost profits, labor costs for re-installation, or loss of business reputation, even if advised of the possibility of such damages.
- **CLAIM WINDOW:** Failure by the Buyer to give written notice of any claim within thirty (30) days of delivery shall constitute an unqualified acceptance of the merchandise and a total waiver of all claims.

4. SELLER'S RESERVATION OF RIGHTS

Seller reserves the right, in its sole discretion, to:

- Refuse to ship to any specific customer or location.
- Prorate available inventory among customers in the event of a supply shortage.

- Discontinue deliveries of any product that, in the Seller's opinion, may involve a patent infringement or legal dispute.
- Increase prices without prior notice. Merchandise will be billed at the price in effect on the actual date of shipment.

5. FINANCIAL CONDITION AND DEFAULT

If the Buyer fails to make timely payments on any invoice, or if the Seller becomes dissatisfied with the Buyer's financial stability, the Seller may:

- Declare all outstanding balances immediately due and payable.
- Suspend all future shipments until the account is brought current.
- Require cash payment or certified security before proceeding with any pending orders.

6. TAXES AND SUPPLEMENTAL CHARGES

The Buyer is responsible for the payment of all sales, use, excise, or other governmental taxes and charges related to the production, sale, or delivery of the merchandise. If the Seller is required to pay these charges upfront, the Buyer shall reimburse the Seller in full.

7. FORCE MAJEURE (UNCONTROLLABLE EVENTS)

Neither party shall be liable for failure to perform due to events beyond their reasonable control. This includes, but is not limited to: "Acts of God," strikes, fires, floods, global supply chain failures, breakdown of manufacturing plants, or governmental orders. During such events, the Seller may allocate available supply among its customers in any manner it deems equitable without liability for breach of contract.

8. ENTIRE AGREEMENT AND SEVERABILITY

This document constitutes the entire agreement between Roofers' Advantage® Products, Inc. and the Buyer, superseding all prior oral or written negotiations. No modification to these terms is valid unless made in writing and signed by an authorized representative of the Seller. If any portion of this agreement is found to be unenforceable by a court in Concord, NH, the remainder of the contract shall remain in full force.