



WESTERN STATES METAL ROOFING

Finishes You've Never Seen Before®

CALL US TOLL FREE

(877) 787-5467

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Western States Decking, Inc. Sales-Service Terms and Conditions

Western States Metal Roofing is the trade name and a division of Western States Decking, Inc.(collectively, "Western States"). Among other products Western States manufactures and sells metal roofing, wall panels, metal siding, corrugated, standing seam, R panel, metal deck, metal purlins, trim, and accessories (collectively, "metal products"). Because the installation procedures for metal products can vary from other roofing and wall panels, metal products, particularly metal roofing, require installation by contractors and technicians who have knowledge and experience installing such products. To that end Western States provides a video with instructions on the proper way to install the metal products (the "Instructional Video").

WARRANTY: The metal products furnished hereunder shall conform to the specifications of the Order.

DISCLAIMER OF WARRANTIES

Disclaimer of Warranty re Metal Products Western States disclaims any and all other warranties, express or implied, relating to our metal products including the warranty of fitness for a particular purpose, suitability, and non-interruption.

Disclaimer of Warranty re Video and Installation Information As noted above Western States provides an instructional video to aid the contractors and workmen who install its products ("installers"). These installers may be, but are not necessarily, referred to you by Western States. In any case the Instructional Video is provided for informational purposes only. It contains general information which may not apply in all situations, e.g. with different structures or due to different climate. Because Western States does not install the metal products it cannot know or advise you on the particular and best installation procedures for your project.



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LIMITATION OF LIABILITY

Western States shall not be responsible for, and shall not pay, any amount of incidental, consequential or other direct or indirect damages, whether based on lost revenue, lost profits, loss of goodwill or otherwise, regardless of whether we were advised of the possibility of such losses in advance, or for any compensation, exemplary, punitive or damages except as set forth herein. In no event shall Western States liability hereunder exceed the amount paid by you, the customer, for our services, regardless of whether your claim is based on contract, tort, strict liability, product liability or otherwise. Moreover, Western States Metal Roofing is not responsible for any damages or losses sustained for any damage to you for any product or service you purchase from any third party. In any case, your sole remedy shall be a refund of our service fees or as explicitly described in any written warranty we may provide to you.

CREDIT CARD CHARGE BACKS

You agree that in the event of a dispute with Western States or about its metal products you will first contact Western States and describe that problem or defect so that Western States can attempt to resolve the problem or defect claim prior to requesting a chargeback from your applicable credit card service. By purchasing our metal products you understand and agree that Western States is not a credit card company and does not provide "chargeback" services for our customers. If you charge back a credit card charge for a payment initiated by you, you agree that Western States may recover the amount of the charge back as well as any and all fees incurred by the chargeback action by any means necessary. Furthermore, if you initiate a chargeback of a credit card charge initiated by you, you will void any warranty we may have provided you.

Entire Agreement. The Order and this Agreement shall be the entire agreement between the parties on the subject matter of specifications, warranties, disclaimers and limitations of liability as to the



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metal products and the instructional video. Neither party is relying on a representation not set forth herein. Any prior understanding or agreement on the subject matter is hereby superseded.

Modification. This agreement can only be modified by a signed, written agreement of the parties.

Governing Law, Venue, and Jurisdiction Any dispute relating to the formation of this Agreement or dispute arising out of it shall be governed by Arizona law with venue and jurisdiction in Maricopa County Arizona.

Arbitration. Any dispute arising from this Agreement or its subject matter which cannot be settled amicably shall be finally settled by binding arbitration according to the Commercial Rules of the American Arbitration Association ("AAA") in Phoenix Arizona. The arbitrator shall be selected by application of the rules of the AAA, or by mutual agreement of the parties, except that such arbitrator shall be an attorney admitted to practice law in Arizona.

Attorney Fees. In any dispute arising from this Agreement which proceeds to arbitration or litigation, the prevailing Party shall be entitled to reimbursement for reasonable attorneys fees and related expenses including, if applicable, expert witness fees.

Acceptance of Agreement. You, the Customer, may sign and enter into this Agreement in person, via DocuSign, exchanged email signatures, by checking "I agree" in the place provided online, or by signing the order confirmation which shall be subject to this agreement.