



## STRUCTURAL INSULATED PANEL AGREEMENT

This Structure Insulated Panel Agreement (this "Agreement") made on August 16, 2018 between (Builder) and Wagan, LLC, dba Thermocore Panel Systems, Inc.(Supplier), an Indiana Limited Liability Company having its principal place of business at 1801 Hancel Parkway, Mooresville, IN. 46158 ("Supplier").

1. Builder agrees to purchase from Supplier and Supplier agrees to sell to Builder a foam core insulated panel exterior wall and roof system (the "Enclosure") to enclose Builder's project located at \_\_\_\_\_, on the terms and conditions set forth herein.

2. The Enclosure shall consist of pre-configured wall and roof structural insulated panels having the following specifications: (a) 4" wall panels (R-24) shall consist of a 3-1/8" polyurethane core with interior and exterior skins of 7/16" oriented strand board, and (b) 6-1/2" (+/- 1/4") roof panels (R-40) shall consist of a 5-1/2" polyurethane core with interior and exterior skins of 7/16" oriented strand board. The Enclosure includes: all custom shaped panels, plates, corners, roof sub-facia, electrical boxes, 3/4 conduit, splines, panel screws, gaskets, and spray foam to complete the installation. All roof support by others. Based on quote and model dated July 13<sup>th</sup>.

3. The purchase price for the Enclosure, delivered, shall be \$ and is payable as follows: ADD \$ for optional plumb eve.(circle if desired)

- a.\$ due with contract signing
- b.\$ due with panel delivery

4. In addition to the costs described above, Builder shall be responsible for all cost of obtaining, and shall obtain, an on site crane sufficient in size to handle the panel unloading.

5. The panel design for the Enclosure shall begin with signed contract/deposit with a delivery date roughly estimated as eight weeks. One copy of the panel design drawings shall be supplied to and be approved by Builder in his reasonable discretion and is considered part of this Agreement.

6. Builder agrees to take delivery of the Enclosure as soon as possible. Builder agrees that Supplier shall not be responsible for any additional costs or delays in construction or installation due to bad weather, acts of God, material or labor shortages or strikes, or any other occurrence beyond the control of Supplier.

7. Builder agrees to provide Supplier with good gravel access to the site on which the Enclosure is to be erected.

8. Builder agrees to carry and maintain general liability and "builders' risk" insurance at all times, in amounts and with insurance carriers acceptable to Supplier.

9. Any and all additions, changes, or extras desired by Builder and agreed to by Supplier relating to the Enclosure shall be authorized in writing and must be paid in full by Builder before changes are begun.

10. The parties hereby agree that for unresolved disputes, binding arbitration, under the rules of the American Arbitration Association, may be used with both parties agreement, with a panel composed of three members and hearings held in Indianapolis, Indiana. Each party will choose a single arbiter and these two arbiters will then choose a third member. In the event legal fees are accrued, the prevailing party has the right to recover all legal fees from the losing party.

11. This Agreement is being executed in the State of Indiana and shall be enforced in accordance with the laws of that state. By executing this Agreement, Builder consents to personal jurisdiction in the State of Indiana and all disputes shall be in State or Federal Court in Indianapolis, Indiana. If any provision of this Agreement is held invalid by a court or arbiter the remainder of this Agreement shall still be in effect.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, legatees, successors, and assigns.

13. Supplier hereby grants to Builder the following limited warranty relating to the Enclosure:

a. Limited Lifetime Warranty - Supplier warrants to Builder that the foam core panels comprising the Enclosure will not delaminate under normal use as the result of defective materials or workmanship for the life of the structure to which they are affixed as long as installation and use is in accordance with the manufacturer's instructions and procedures. This warranty shall not be assignable by Builder. This warranty does NOT include expansion, contraction, and or swelling of panels due to weather or temperature or humidity differentials, exposure to moisture, cosmetic blemishes, damages due to acts of God, fire, insects, or abnormal treatment of panels by other construction personnel or occupants.

b. Remedies - In the event of delamination of said panels, Builder must notify Supplier thereof, in writing within 30 days after discovery of defect. If Builder fails to notify Supplier of such Failure within the 30-day period, Builder will be deemed to have waived its rights under this warranty. Upon timely notification and once a factory inspector confirms a defect, Supplier will provide, free of charge, new materials delivered to the site within 60 days to replace those which prove to be defective. Supplier shall have no other obligation under this warranty and Builder shall be responsible for all other costs associated with such defective panel, including without limitation, costs of all labor and other building materials incurred in replacement.

c. EXCLUSIONS - THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THIS WARRANTY IS BUILDER'S EXCLUSIVE WARRANTY FROM SUPPLIER. FAILURE OF BUILDER TO USE PRODUCTS IN STRICT COMPLIANCE WITH SUPPLIER'S WRITTEN DESIGN LIMITS OR ANY ALTERNATIONS TO PANELS BY BUILDER WITHOUT PRIOR WRITTEN CONSENT OF SUPPLIER OR ANY EXPOSURE TO ABUSE OR HOMEOWNER NEGLECTED INDOOR HUMIDITY CONTROL SHALL CONSTITUTE A BREACH BY BUILDER OF THE TERMS HEREOF, AND SHALL RELIEVE SUPPLIER FROM ANY OBLIGATIONS UNDER THIS LIMITED WARRANTY.

d. Builder's/Homeowners sole and exclusive remedy against Supplier shall be for replacement, without charge to Builder/Homeowner, of defective panels (materials only) pursuant to this limited warranty. Incidental and consequential damages shall not be recoverable even if the replacement remedy fails to fully compensate Builder/Homeowner.

e. Shingle ridging or ghosting is a phenomenon that can occur with paneled roof systems. It does not void this limited warranty of the panels nor does it void the limited warranty of Builder's shingles. This occurrence is more common with asphalt shingles rather than other roofing materials. A cross layer of sheathing is recommended to help prevent shingle ridging. Supplier will not assume responsibility for the elimination of shingle ridging.

15. Subject to the express provisions of Section 15 of this Agreement, Builder hereby agrees to indemnify, defend and hold harmless Supplier, its shareholders, directors, officers, employees, agents and insurers from and against any and all liabilities, claims, lawsuits, actions, proceedings, losses, demands, damages, costs and expenses (including, without limitation, interest, penalties and attorneys' fees) and judgments arising out of bodily injury, property damage or any other damage or injury arising from, through or in any manner relating to Builder's failure to timely and fully perform his obligations under this Agreement or the sale and/or installation of the Enclosure to or for Builder as contemplated by this Agreement.

16. Additional Considerations: Trucks must have access to job site. Failure to provide truck access will result in additional cost. Failure to pay all invoices in full with out approval from Thermocore will void all warranties.

Thermocore Panel Systems, Inc.

By: \_\_\_\_\_  
Pat Egan, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Builder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Builder

\_\_\_\_\_  
Date