

TERMS AND CONDITIONS

All material is guaranteed by the manufacturer Polymaster, Inc., as specified. Installation labor is guaranteed by RetroFoamOfEastTN, LLC, and all work is to be in a professional and workmanship like manner according to standard building industry practices. All agreements are contingent upon accidents or delays beyond Seller's control. Seller reserves the right to cancel this Agreement at any time upon three days' notice to Buyer.

Buyer acknowledges that for RetroFoam Insulation to be injected into walls, openings must be made for every stud or joist space and the closing and patching afterwards may leave visible traces. Seller shall endeavor to patch such openings to an acceptable level. Buyer releases Seller of the responsibility of painting of structure to be insulated.

Because each residence is uniquely constructed, Seller makes no representations as to structure integrity regarding structural soundness of Buyer's walls. Damage to the walls, including without limitation damage to paint and other finishes, wallpaper, plaster, plasterboard, moldings, paneling, cabinets, and siding may result from the application of RetroFoam where the structure covering the wall cavity is inadequate to contain the RetroFoam insulation. By signing below, Buyer agrees that the Seller is not responsible for any damage to the walls caused by inadequate structural covering on the wall and Buyer agrees to hold Seller harmless for any such damage.

If Buyer has specific concerns about any wall and does not wish RetroFoam Insulation be installed in such wall(s), Buyer will clearly inform Seller of such wall(s) in writing before installation begins. Buyer acknowledges that during the drilling process, there may be mild vibrations, which may cause unsecured items to fall off the wall, and Buyer has been instructed to and is responsible for removing such items.

There is a possibility that insulation may enter the home through cracks and crevices in order to seal these areas. RetroFoam can be easily and safely cleaned up with water and a paper towel. Buyer is advised to remove and/or pull all items away from all walls that are being insulated, including, but not limited to: furniture, drapes, electronics, etc.

Buyer shall inform Seller of any cold air returns, tile coverings, recessed wall treatments, built-in-shelving or unique construction on all walls that are being insulated. Buyer shall inform Seller of any areas that are not to be insulated. Buyer understands that where RetroFoam insulation is installed in a structure where there is live or active knob and tube wiring, there may often be a breaker "trip", which can easily be reset soon after install. Buyer release Seller of any responsibility of complications, changes or dangers that may exist if insulation is added to walls containing such wiring.

This Agreement may be amended only by a writing signed by the parties, and Seller reserves the right to increase the installation price to reflect any amendment hereto; provided, however, that any such installation price increase shall also be in writing and signed by the parties.

Agreements made between Buyer and Seller's installers outside this proposal are not recognized by or binding upon Seller. Because there are many variables involved, Seller makes no representations, warranties or guarantees of any kind regarding energy savings as a result of the installation. Seller highly recommends and welcomes an outside third party independent inspector's opinion of Seller's quality of installation and application of RetroFoam. Seller relies upon the representation made by the Buyer as to type and amount of present insulation in those areas which are not readily accessible for inspection.

Buyer agrees to pay, in addition to the above quoted price, any fees related to building permits and licensing to the extent the same are required by Buyer's city, county and/or state of residence. Permit fees shall be added to the final invoice and due upon receipt of payment. Buyer agrees that final payment shall be due the day the work is performed. Financing of Seller's invoice to Buyer may available upon prior credit approval by Seller.

Buyer authorizes Seller to post a yard sign in the Buyer's yard for a period of 30 days after the completion date. Seller reserves the right to collect any such sign.

RetroFoam and all products used by Seller are OSHA compliant. RetroFoam contains .016ppm of formaldehyde base.

BUYER IS ENTITLED TO A COPY OF THE CONTRACT AT THE TIME YOU SIGN: KEEP IT TO PROTECT YOUR LEGAL RIGHTS. PROVIDED THAT SELLER HAS NOT BEGAN INSTALLATION PURSUANT TO THIS CONTRACT, YOU, THE BUYER, MAY CANCEL THIS TRANSACTION IN WRITING DELIVERED TO SELLER'S BUSINESS OFFICE AT THE ADDRESS NOTED ON THIS CONTRACT AND AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

Buyer hereby acknowledges receipt of copy of this contract and agrees to its terms and conditions. This Agreement shall not be binding upon RetroFoam of East TN LLC until the earlier of (i) the execution of this Agreement by an officer of this contractor, or (ii) the commencement of installation under this Agreement.

Buyer Signature: _____ Date: _____

Seller Signature: _____ Date: _____