



FLORIDA SERVICES SOLUTIONS INSTALLED SALES CONTRACT

LOWE'S AUTHORIZED REPRESENTATIVE
Seth Carter

SALES ID
906380

DATE
08/20/2021

STORE NO.
2984

STREET ADDRESS
15910 NW 144th Terrace

CITY
Alachua

STATE
FL

ZIP
32615

TELEPHONE
(352) 262-8630

EMAIL
Seth.e.carter@store.lowes.com

LOWE'S CONTRACTOR LICENSE #
CCC1326824, CGC1508417, CRC1327732, FRO4517, FRO1584, FRO6140

LOWE'S REPRESENTATIVE LICENSE #
(If Applicable)

CUSTOMER NAME
Paul D. Cason

STREET ADDRESS
168 SW Mary Nell Court

CITY
Fort White

STATE
FL

ZIP
32038

TELEPHONE
(386) 663-2074

EMAIL
pcason152@gmail.com

CREDIT/DEBIT
☐

CHECK
☒

LCC CARD
☐

GIFT CARD
☐

This is only a quote for the merchandise and services printed below; **Lowe's does not offer services to paint, seal or stain fences.** This becomes an agreement upon payment and issuance of a Lowe's receipt, upon pay-ment, the entire agreement, including the specifically completed pages of this document, the Terms and Conditions included with this document and any other addenda and attachments hereto, shall be referred to herein as this "Contract." PLEASE READ THIS ENTIRE DOCUMENT, INCLUDING THE "NOTICES," "TERMS AND CONDITIONS," AND "ADDENDUM" CONTAINED WITHIN THIS CONTRACT ON THE FOLLOWING PAGES BEFORE SIGNING.

INSTALLATION STREET ADDRESS
168 SW Mary Nell Court

CITY
Fort White

STATE
FL

ZIP
32038

MATERIALS AND WORK TO BE PERFORMED (I.E. ITEM NUMBERS, COLORS, DIMENSIONS, CONSIDERATIONS):

Contract includes cost of materials, labor, permit, and delivery required to install 4 Pella 250 Series EStarWhite Vinyl Windows w/ 3/4" IG packs ,Argon Gas, SunDefense Low E Glass, White AutoLocks, Integrated Sash Lifts, Multichambered Foam Filled Frames, and Fiberglass Screens. Also Includes 3 Pella Defender Series EStar Impact Rated windows with 7/8" Argon Gas Filled, Sundefense LowE coated IG, and 3 Picture Windows (Factory Muller combos).
CONTRACT TOTAL (INCLUDING TAX) \$16,892.20

Work is to commence upon reasonable availability of Contractor and/or any special order or customer made Good(s) which is anticipated to be 10/19/2021 [fill in date]. Estimated completion date is 12/28/2021 [fill in date]. COVID-19 has affected manufacturers and labor markets, with the production of fence, deck and generator material experiencing significant delays and installation start dates that are at least three (3) months away in most cases. Please also note that weather can delay start dates for these and other exterior categories, particularly in colder climates.

15% Off Window Promo Applied

New White PVC Trim Included

NOTICES

LEAD SAFE INFORMATION. Federal and applicable state laws require that You be provided with a lead hazard information pamphlet such as the Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools. By signing this Contract, You acknowledge having received a copy of this information pamphlet before work began informing You of the potential risk of the lead hazard exposure from renovation activity performed in Your dwelling unit or facility. A copy of the pamphlet is available at the following website:

www.lowes.com/EPARRP. For more information see: <https://www.epa.gov/lead/lead-renovation-repair-and-painting-program>.

ARBITRATION AGREEMENT. This Contract provides that You and Lowe's will resolve all claims by BINDING ARBITRATION. You and Lowe's GIVE UP THE RIGHT TO GO TO COURT to enforce this Contract (EXCEPT for matters that may be taken to SMALL CLAIMS COURT). A NEUTRAL ARBITRATOR will determine Lowe's and Your rights and NOT a judge or jury. You and Lowe's are entitled to a FAIR HEARING. BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. FOR MORE DETAILS: Review the sections titled ARBITRATION AGREEMENT, WAIVER OF JURY TRIAL AND WAIVER OF CLASS ACTION RIGHTS found in the Terms and Conditions of this Contract.

PRICE CALCULATIONS. If this Contract includes Goods and related Installation Services sold by unit of measurement, such as per square foot, the Price may include more Goods than the actual measurements of Your project area. The Price includes the total amount of Goods required by Lowe's to fulfill the Contract (including surplus materials and overages) (together the "**Estimated Product**") and the Installation Services required based upon this total amount of Goods. For instance, a 120 square foot room may require 140 square feet of carpet to properly match the carpet seams, pattern, or unique room characteristics, and the Price would include Installation Services based upon the 140 square feet of carpet. The total amount of Estimated Product is based upon the total Goods recommended by the Installer, based on the Installer's assessment of unique characteristics of Your project. If any usable Goods are left over, Lowe's may, at its discretion, initiate a Price adjustment. Lowe's will not adjust the Contract Price for the related Installation Services. By signing this Contract, You acknowledge You are aware of Your project area measurements and the amount of Estimated Product, and that the Estimated Product may exceed Your actual project area. If Your project includes the installation of flooring materials, by signing this Contract You further acknowledge having received a completed Flooring Detail Diagram (the "**Diagram**") prior to execution of this Contract. Upon request, Lowe's can provide You with additional copies of the Diagram, which identifies the square footage of Your project area and the square footage of the Estimated Goods.

PHOTO RELEASE. By signing this Contract, You grant to Lowe's, its representatives, and Installer the right to take and use photographs, videos, or other representations of the Premises before and after the Installation Services and all work performed at the Premises related to this Contract (the "**Content**"). Lowe's irrevocably keeps all rights (including the copyright), title, and interest in the Content for use in all markets and media, worldwide, in perpetuity. Lowe's can use the Content, in any form or medium, internally for any purpose (e.g., customer service, planning, and claims).

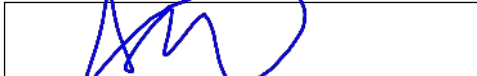
NOTICE OF RIGHT TO CANCEL. If this is a "home solicitation sale" as defined by Fla. STAT. §501.021(1) or a "door-to-door sale" as defined by 16 C.F.R. § 429.0(a), and if Customer does not want the Goods or Installation Services, Customer may cancel this Contract by providing written notice to Lowe's in person or by mail. This notice must indicate that Customer does not want the Goods or Installation Services and must be delivered or postmarked before midnight of the third business day after Customer signs this Contract. If Customer cancels this Contract, Lowe's may not keep all or part of any cash down payment. See the attached notice of cancellation form to this contract for an explanation of this right. By executing this Contract, Customer acknowledges receipt of two (2) completed copies of the Notice of Right to Cancel form and certifies Lowe's has informed Customer orally of his or her right to cancel.

DO NOT SIGN THIS CONTRACT UNTIL COMPLETE AND YOU HAVE READ THE NOTICES, TERMS AND CONDITIONS AND ADDENDUM CONTAINED ON ALL PAGES OF THIS CONTRACT. BY SIGNING BELOW, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS SET FORTH ON ALL PAGES OF THIS CONTRACT. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME OF SIGNATURE.

Lowe's Home Centers, LLC

EXECUTED ON 20, DAY OF August, 2021.

LOWE'S AUTHORIZED REPRESENTATIVE SIGNATURE



OWNER'S SIGNATURE



CO-OWNER SIGNATURE



Customer acknowledges receipt of a true copy of this contract which was completely filled in prior to Customer's execution hereof.

FLORIDA'S LIEN LAW NOTICE. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

LIEN LAW NOTICE - CUSTOMER ACKNOWLEDGMENT

I acknowledge that I have read Florida's Lien Law Notice above prior to signing Contract.

08/20/2021

(Today's Date)



(Customer's signature)

Lowe's Installation Contract defines what You can expect in Your installation experience with Lowe's, what Lowe's expects in return, and how You and Lowe's will resolve any differences. It is a legal agreement. By signing this Contract, clicking "I agree," or by accepting Goods or Installation Services You are agreeing to be bound by this Contract. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS CONTRACT, YOU MUST NOT SIGN THIS CONTRACT, CLICK "I AGREE", OR ACCEPT THE GOODS OR INSTALLATION SERVICES.

1. **COMMON DEFINITIONS.** Capitalized terms used in this Contract will either have the following stated meanings or will be defined throughout the Contract.
 - a) **"Contract"** means Lowe's Installation Contract and includes (a) any applicable State Addendum, (b) these Terms and Conditions, (c) any documents expressly referencing and made a part of this Contract, e.g., fully executed Change Orders, or incorporated by reference in the Contract (d) the cover page, the Merchandise and Installation Summary, and Notices, and (e) any sketches, materials lists, floor plans, or specification sheets provided by Lowe's. If there is any inconsistency between these documents, the first document to appear in this definition shall take precedence; i.e., any State Addendum shall take precedence, whether supplementing or modifying, over any conflicting provision of these Terms and Conditions, and so on. The Contract does not include any correspondence, advertisements, quotes, or estimates. The Contract is the entire agreement between You and Lowe's concerning the Goods and Installation Services. The Contract replaces and supersedes all earlier written agreements and all oral agreements, whether earlier or at the same time as this Contract, concerning the Goods and related Installation Services.
 - b) **"You"**, **"Your(s)"**, and **"Customer"** all mean the person executing this Contract to purchase Installation Services.
 - c) **"Goods"** means the physical items You are purchasing in connection with the Installation Services. A list of the Goods appears on the Merchandise and Installation Summary.
 - d) **"Installation Services"** means the work, labor, and other services necessary to install the Goods. Some examples of Installation Services include delivery, handling, return, and selection and placement of Goods.
 - e) **"Installer"** means the independent contractor Lowe's arranges to perform the Installation Services. Installer will be licensed when legally required, and will direct, control, and perform the Installation Services directly or through its employees, agents, and subcontractors using tools and equipment Installer provides. Lowe's does not employ Installer, its employees, or its agents or subcontractors.
 - f) **"Lowe's"** means Lowe's Home Centers, LLC, a North Carolina Limited Liability Company located at 1605 Curtis Bridge Road, Wilkesboro, NC 28697. Lowe's Employer Identification Number is 56-0748358.
 - g) **"Premises"** means the Installation Address You identify where the Installation Services will occur.
 - h) **"Price"** means the Contract Total stated on the Merchandise and Installation Summary and is the complete payment due for the Goods and Installation Services.
2. **SCOPE.** This Contract is between You and Lowe's for the purchase of Goods and Installation Services. Lowe's does not perform Installation Services, but arranges for Installer to do so directly or through Installer's employees, agents, or subcontractors. Installer is an independent contractor and is not under the supervision or control of Lowe's. Installation Services do not include architectural or engineering services. Installer will complete Installation Services, subject to any changes, in substantial conformance with the Merchandise and Installation Summary. Lowe's reserves the right to terminate or rescind this Contract if Lowe's decides that any portion of the job is beyond the scope of the Installation Services that Lowe's originally contemplated.
3. **EXCLUSIONS.** Neither Lowe's nor Installer is responsible for start or finish delays resulting from events beyond their control including but not limited to: Change Orders, acts of nature, governmental actions, manufacturing or delivery delays or damage to merchandise caused by third parties, labor strikes or unrest, Your credit or financing, any incorrect information You provide, legal encumbrances on Your property, Your property's nonconformance with zoning requirements or building code requirements, hidden or unforeseen physical or hazardous conditions (including but not limited to, environmental hazards such as mold, asbestos, lead paint, unsound structures or points of attachment) at the Premises, or Your noncompliance with this Agreement. None of these delays will constitute a breach of this Contract by Lowe's or Installer. Lowe's reserves the right to terminate this Contract and/or require Installer to discontinue Installation Services given any of the conditions listed above.
4. **PRICING.** The Price includes most applicable taxes, permit fees, and other costs reasonably known to Lowe's at the time You sign the Contract. When the initial Price does not include all applicable charges, for example, if You order online, Lowe's will contact You to obtain further payment. If Lowe's requests an increase in the Price after You sign the Contract You will have the opportunity to cancel any unperformed portion of the Contract and receive a refund for that portion. The Price includes only those Goods and Installation services necessary to complete this Contract.
5. **GOODS.** Title to Goods does not pass to Customer and remain the property of Lowe's until Goods are installed in Customer's home, building, or on Customer's property. Customer agrees Contract is being offered for the total Price. Customer further agrees any surplus materials upon completion of the Installation Services are not the property of customer and, if instructed by Lowe's, such surplus materials shall be returned to Lowe's by the Installer. Upon request from Customer at the time of job completion, Lowe's, in its discretion, may allow all or part of the unused, receipted surplus materials to be retained by the Customer.

6. **PAYMENT.** You must pay the Price in full upon execution of this Contract. Payment for any Change Order or replacement contract is due at the time of that Change Order or replacement contract.
7. **LICENSES, PERMITS, AND OTHER REGULATORY REQUIREMENTS.** Installer will obtain any and all licenses, registrations, certifications, and permits ("**Local Requirements**") necessary to perform the Installation Services at the Premises, unless otherwise required by law or where Lowe's elects to use a third-party service. You agree to pay any fees associated with the Local Requirements and to cooperate in any required inspection or permitting process. The Installer, and not Lowe's, is responsible for performing the Installation Services in compliance with applicable safety rules, building codes, zoning ordinances, and other regulations ("**Local Regulations**"). You are responsible for any violations of the Local Regulations that exist at the time of Your signing this Contract. This Contract creates no obligation to correct these pre-existing violations. Any change in the Local Regulations may require a Change Order, and may result in an increase in the Price. Neither Lowe's nor Installer will perform any additional work after completion of the Installation Services due to changes in the Local Regulations.
8. **UNDISCLOSED CONDITIONS.** You represent that there are no defects, weaknesses or dangerous conditions, some examples of which are mold, mildew, rot, asbestos, and infestation, in the Premises' structure, substructure, superstructure, or points of attachment ("**Undisclosed Condition**"). Lowe's has formulated the Price based on this representation. If Lowe's discovers an Undisclosed Condition before completing the Installation Services, You must remedy the Undisclosed Condition at Your sole cost and expense to Lowe's satisfaction. If You disagree that an Undisclosed Condition exists, then Lowe's can hire an inspector to inspect the Premises, and the inspector's report will be final and conclusive as to the existence of an Undisclosed Condition. If You refuse to permit an inspection or if You fail to remedy the Undisclosed Condition to Lowe's satisfaction then Lowe's may terminate or rescind this Contract. If terminated or rescinded, Lowe's has no obligation to return the Premises to the original condition. If Lowe's terminates or rescinds the contract before delivering Goods or beginning the Installation Services, then Lowe's will return the Price to You without further costs or obligation to You or Lowe's. If Lowe's terminates or rescinds the contract after delivering Goods or beginning the Installation Services, title of the Goods passes to Customer upon contract termination and Lowe's has no obligation to return any portion of the Price to You except for in exchange for Goods You validly return. You will have thirty (30) days from any termination or rescission to return any standard Goods in the original, unopened condition for refund or credit.
9. **RETURNS.** Returns of Goods are subject to Lowe's standard return policies at time of purchase. The return period for Goods purchased in connection with this contract begins upon completion of the project. Lowe's return policy is available at www.lowes.com/returns. Custom and special-order Goods may be subject to a restocking fee if returned. Custom Goods include Goods altered, color-matched, shaped, sized, cut, or otherwise designed or fitted to accommodate the requirements of a particular space or environment. Some examples of custom Goods are cabinets, countertops, floor and wall coverings, and window treatments.
10. **CHANGES AND CHANGE ORDERS.** Lowe's, at Your request, may arrange for the Installer to perform additional work, subject to a Change Order and additional amounts payable by You to Lowe's. Any changes to Installation Services or Goods, e.g., a substitution of materials or an expansion of the scope of the work, will require You and Lowe's to sign a written document that clearly defines the scope of the change, any difference in the Price, and new start or finish dates where applicable ("**Change Order**"). Change Orders are only binding on Lowe's if signed by both You and Lowe's and will become part of this Contract once signed.
11. **YOUR WARRANTY TO LOWE'S AGAINST VIOLATIONS OF EASEMENTS, COVENANTS, AND THIRD PARTY RIGHTS.** You warrant that performance of Installation Services will not violate any existing real property easement, covenant, historic district regulations, homeowner's association rule or rights of third parties holding an interest in the Premises or otherwise, and that You have the rights and authority to enter into this Contract.
12. **CUSTOMER RESPONSIBILITIES.** You agree:
- (1) **To Pay only Lowe's.** You agree to pay Lowe's and only Lowe's for any Goods and Installation Services, even if Installer provides a new Contract or Change Order for your review and signature. Installer may collect payment on Lowe's behalf, but you agree not to pay the Installer separately or directly. This Contract is solely between you and Lowe's.
 - (2) **To Locate Lines and Hazards.** Before Installer begins Installation Services, You will identify and mark the location of utility lines, for example electrical, plumbing, and gas lines, and property lines that could impact the Installation Services.
 - (3) **To Ensure Compliance with Smoke Alarm and Carbon Monoxide Detector Requirements.** Prior to the start of the Installation Services, You will ensure the Premises have all necessary carbon monoxide detectors and smoke alarms ("Detectors") needed for the Installer to obtain the necessary permits and complete the Installation Services. You are solely responsible for the proper number, placement, type, functioning, operation, installation, testing, as per the manufacturers' specifications, and maintenance of any Detectors required by Local Regulations. Failure to meet Federal, state or local Detector requirements, if any, will be considered an Undisclosed Condition.
 - (4) **To Provide a Safe and Proper Working Environment.** Before and during the Installation Services, You will ensure that work areas are free of vermin, pre-existing physical or environmental hazards, and violations of Local Regulations. You will allow the Installer to have access to work areas and restrooms. You will provide climate control, where applicable, and electricity to the work areas. You agree not to allow unattended minors at the Premises during the Installation Services. You agree to control and keep pets away from work areas. You agree to keep posted permits on display at all

times. If You or someone You control interferes with the Installation Services, Lowe's may charge You for storage, transportation, or other resulting charges.

- (5) **To Sign the Certificate of Completion.** Once the Installation Services are complete, You agree that You will sign a Certificate of Completion upon a request from Lowe's.
- (6) **Not to Assign or Transfer this Contract.** You cannot give Your rights under this Contract to anyone else.
- (7) **To Promptly Notify Lowe's of a Claim.** If you have a claim that is in any way related to this Contract, You must make that claim to Lowe's within thirty (30) calendar days of when you knew or should have known of a problem. Lowe's will attempt resolution of any claim(s) within sixty (60) calendar days of receiving Your notice.
- (8) **That You Are Responsible If You Choose to Help.** YOU ASSUME THE RISK AND THE FULL LIABILITY OF PHYSICALLY ASSISTING WITH DELIVERY OF THE GOODS OR WITH PERFORMANCE OF THE INSTALLATION SERVICES.

13. **MANUFACTURER WARRANTY FOR GOODS.** You are entitled to any warranty provided by a manufacturer of the Goods installed under this Contract. Lowe's will provide You with any manufacturer consumer warranty information accompanying the Goods, and You may also obtain such information by contacting Lowe's. **LOWE'S DOES NOT WARRANT THE GOODS AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

14. **LOWE'S LIMITED WARRANTY FOR INSTALLATION SERVICES.** Lowe's warrants that the Installer will perform the Installation Services in a good and workmanlike manner. Lowe's warranty for Installation Services extends for a period of one year (two years for roof replacement) from the earlier of (i) the date You sign the Certificate of Completion or (ii) the date that Lowe's determines that the Installation Services have been completed, or for such greater period as required by an extended warranty, if any, or by applicable law governing consumer warranties for workmanship (the "Warranty Period"). **LOWE'S WARRANTY THAT THE INSTALLER WILL PERFORM THE INSTALLATION SERVICES IN A GOOD AND WORKMANLIKE MANNER DOES NOT COVER, AND LOWE'S IS NOT RESPONSIBLE FOR, ANY DEFECT IN SUCH INSTALLATION SERVICES DUE TO (1) AN UNDISCLOSED CONDITION OR OTHER PRE-EXISTING PHYSICAL OR ENVIRONMENTAL HAZARD, OR (2) ABUSE, MISUSE, NEGLIGENCE, OR IMPROPER CLEANING. LOWE'S WARRANTY FOR INSTALLATION SERVICES IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

15. **LIMITATION OF LIABILITY.** For any claim related to this Contract, You can only seek recourse from Lowe's or the Installer; no parent or affiliate of Lowe's shall have any liability under this Contract. You must give Lowe's written notice within the Warranty Period of any warranty claim. Your only remedy for a warranty claim is either (i) for Lowe's to have the Installation Services performed again, including any necessary repair and replacement of Goods, to correct the defective Installation Services, or (ii) a refund of all or part of the Price. Lowe's has absolute discretion to choose between these two options. YOU SHALL HAVE NO OTHER REMEDY FOR A WARRANTY CLAIM, INCLUDING WITHOUT LIMITATION REMEDY FOR LOSS OR DAMAGE CAUSED BY NORMAL WEAR AND TEAR, LOSS OR DAMAGE WHICH HAS NOT BEEN REASONABLY MITIGATED, OR LOSS OR DAMAGE CAUSED BY ACTS OF GOD. IN NO EVENT SHALL LOWE'S BE LIABLE FOR INDIRECT, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES (SUCH AS, WITHOUT LIMITATION, LOST PROFITS, LOST SALES, COSTS ASSOCIATED WITH PROJECT DELAYS, AND INJURIES TO PERSONS OR PROPERTY), EVEN WHERE LOWE'S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WHERE, DUE TO OPERATION OF LAW, SUCH DAMAGES CANNOT BE EXCLUDED, THEY ARE EXPRESSLY LIMITED IN AMOUNT TO THE PURCHASE PRICE. For warranty claims, You agree to prepare the Premises and the work area in the manner described in the section titled "Customer Responsibilities."

16. **ARBITRATION AGREEMENT, WAIVER OF JURY TRIAL, AND WAIVER OF CLASS ACTION RIGHTS.** Lowe's wants to keep You as customer, and Lowe's resolves most questions and complaints informally. If You have a question or complaint, contact Your Lowe's salesperson first or the manager of the Lowe's store that fulfilled Your order. All claims by You, Your agents, insureds or assigns, or Lowe's related to this Contract, which You and Lowe's cannot resolve informally shall proceed to binding arbitration conducted by a single arbitrator under the current applicable rules, procedures, and protocols of JAMS, Inc. ("JAMS") (www.jamsadr.com) or the American Arbitration Association ("AAA") (www.adr.org). You agree that if either JAMS or AAA is unable or unwilling to arbitrate the matter, You and Lowe's will agree upon a single arbitrator with a nationally recognized arbitration firm to arbitrate the matter. Claims subject to binding arbitration include:

- (1) all claims in any way related to the signing of this arbitration agreement, the validity or scope of this arbitration agreement, or any attempt to set aside this arbitration agreement;
- (2) all federal or state law claims relating in any way to this Contract (including this arbitration agreement), the information You gave Lowe's before entering into this Contract, and any past agreement or agreements between You and Lowe's;
- (3) all counterclaims, cross-claims, and third-party claims;
- (4) all common law claims of any kind including claims based upon alleged product defect, contract, tort, fraud, or other intentional torts;
- (5) all claims based upon a violation of any state or federal constitution, statute, or regulation;
- (6) all claims asserted by Lowe's against You, including claims for money damages to collect any sum Lowe's claims

You owe;

(7) all claims asserted by You individually against Lowe's or any of Lowe's employees, agents, directors, officers, shareholders, managers, members, parent company, or affiliated entities (collectively the "related third parties") or the Installer, including claims for money damages and/or equitable or injunctive relief;

(8) all claims asserted on Your behalf by another person;

(9) all claims asserted by or on behalf of You as a private attorney general against Lowe's, related third parties or the Installer;

(10) all claims arising from or relating directly or indirectly to the disclosure by Lowe's, related third parties or the Installer of any non-public personal information about You; and

(11) all other claims related to this Contract whether or not set forth above. If the dispute falls within the jurisdiction of a small claims court the claimant may, at its option, choose to arbitrate or file a small claims action. Any appeal of a judgment from a small claims court shall be resolved by arbitration as provided by this Contract.

Binding arbitration means that You waive: (1) any right to a jury trial; (2) any right to bring a lawsuit in a court (other than a small claims court as described above); and (3) any right to seek relief in any other way. An arbitrator will decide any claim not decided by a small claims court. You agree that binding arbitration provides a simple, cost effective method to resolve disputes quickly.

You agree that (1) You cannot pursue a class action lawsuit or class action arbitration of any type, (2) no one can pursue a class action lawsuit or class action arbitration of any type on Your behalf, and (3) a Court or arbitrator(s) cannot order class action proceedings under this Contract. You further agree that there shall be no joinder of parties, except for joinder of parties to the transaction covered by this Contract. By agreeing to binding arbitration You and Lowe's waive any right to bring or participate in a class action lawsuit or class action arbitration regarding any claim.

How Arbitration Works:

Lowe's may demand arbitration by sending written notice to You at the address listed in this Contract. You may demand arbitration by sending written notice to Lowe's at the following address: Mail code NB6LG, P.O. Box 1000, Mooresville, NC 28115. The arbitration shall occur in the city or county of the Premises. Lowe's shall pay the filing, administrative, hearing, and arbitrator's fees associated with the arbitration. You are not required to reimburse Lowe's for these expenses even if Lowe's wins the arbitration. Unless the arbitrator's award or controlling law specifically provides otherwise, You and Lowe's are each responsible for their own attorneys' fees and other expenses, such as witness and expert witness fees. Either party may request that the arbitrator provide a written explanation of the award, consistent with the then current rules, procedures, and protocols of the arbitration entity selected by the parties. Any court having jurisdiction may receive and enforce the arbitrator's award. If You fail to pay Lowe's in accordance with this Contract, You agree that Lowe's can recover its reasonable attorneys' fees as provided by N.C. Gen. Stat. Section 6-21.2 or other controlling law. The parties agree that this arbitration agreement is made in connection with a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (as amended) ("FAA"), governs. If for any reason the Federal Arbitration Act does not apply, then the laws of the State of North Carolina shall govern this arbitration agreement.

17. **GOVERNING LAW AND SEVERABILITY.** North Carolina law shall govern and guide the interpretation of this Contract, without regard to the choice of law rules of any state, except that the FAA governs the ARBITRATION AGREEMENT, WAIVER OF JURY TRIAL AND WAIVER OF CLASS ACTION RIGHTS. Should an arbitrator, court, or other interpreting entity determine that a provision of this Contract is contrary to an applicable law, such unlawful provision shall be ineffective without invalidating the other provisions, which shall remain in full force and effect.

18. **CREDIT CARD / FINANCED TRANSACTIONS.** If You use credit or obtain a loan to pay some or all of the Price, then the total cost of Your purchase will depend on the terms of Your credit or loan and applicable law. Credit and loans often include interest charges, finance charges, or fees. You are subject to Your creditor's or lender's terms and conditions. Lowe's is NOT a party to Your cardholder agreement, financing agreement, or other lending agreement.

19. **WAIVER OF LIENS.** Before Lowe's pays the Installer on Your behalf, Lowe's will require the Installer to fully and unconditionally relinquish, waive, and release any and all liens. Installer's lien waiver will include waivers for itself, its subcontractors, and its materialmen and suppliers of all mechanic's liens, materialman's liens, and other liens in the Premises related to this Contract, to the extent permitted by law. In addition, Lowe's fully and unconditionally waives and releases any and all such liens in the Premises it may have or acquire in the future as a result of this Contract.

20. **COUNTERPARTS AND AMENDMENT.** You and Lowe's may execute this Contract in one or more counterparts, each of which when executed and delivered or transmitted by facsimile, e-mail or other electronic means, shall be an original and all of which taken together shall constitute one and the same instrument. A facsimile or electronic signature is deemed an original signature for all purposes under this Contract. No modifications or additions to this Contract are valid unless signed by both You and Lowe's.

21. **QUESTIONS OR CONCERNS.** You should speak to the Lowe's Salesperson or the manager of the Lowe's store assigned your order regarding routine matters like scheduling, changes to Your order, or any concerns You have about this Contract, the Goods, or the Installation Services. If you still have questions or concerns please contact Customer Care at 1-800-445-6937.

FLORIDA ADDENDUM

For Installation Services performed in the State of Florida, the terms and conditions of this Florida Addendum ("State Addendum") are made a part of the Lowe's Installation Contract and supplement the Contract's Terms and Conditions ("Terms and Conditions") between You and Lowe's. To the extent there is a conflict between the Terms and Conditions and this State Addendum, the State Addendum shall prevail. All capitalized terms used but not otherwise defined in this State Addendum shall have the meaning ascribed to them in the Terms and Conditions.

1. **FLORIDA CONTRACTOR LICENSES AND CERTIFICATIONS.** Contractor license number(s) and certifications held by or on behalf of Lowe's Home Centers, LLC: #CCC1326824 (Certified Roofing Contractor), #CGC1508417 (Certified General Contractor), #CRC1327732 (Certified Residential Contractor), #FRO4517, #FRO6140 and #FRO1584 (Construction Financial Officer). License number(s) and certifications may be subject to change in accordance with local or state government processes. For the most current listing of license numbers and certifications held by or on behalf of Lowe's Home Centers, LLC please visit <http://www.lowes.com/licensenumbers>.
2. **FLORIDA HOME OWNERS' CONSTRUCTION RECOVERY FUND.** PAYMENT UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 1940 NORTH MONROE STREET, TALLAHASSEE, FL 32399-0783; PHONE: (850) 487-1395.
3. **CHAPTER 558 NOTICE OF CLAIM.** ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
4. **MIAMI-DADE COUNTY RESIDENTS ONLY.** WARNING TO OWNER IF INSTALLATION SERVICES ARE PERFORMED WITHIN MIAMI-DADE COUNTY: UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT LOWE'S AND INSTALLER (INCLUDING ALL SUBCONTRACTORS RETAINED BY INSTALLER) ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, EVERY TIME YOU PAY LOWE'S, YOU MUST OBTAIN A WRITTEN RELEASE FROM (I) LOWE'S, INSTALLER AND (III) ALL SUBCONTRACTORS RETAINED BY INSTALLER.
5. **NOTICE TO MIAMI-DADE RESIDENTS ONLY.** If Installation Services are performed within Miami-Dade County, YOU ARE ADVISED THAT THE COUNTY CONSTRUCTION TRADES QUALIFYING BOARD AND THE BUILDING AND ZONING DEPARTMENT OF MIAMI-DADE COUNTY, AND THE STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION MAY HAVE INFORMATION ON FILE CONCERNING THE FINANCIAL RESPONSIBILITY AND ANY COMPLAINTS AND INVESTIGATIONS PERTAINING TO LOWE'S AND/OR INSTALLER. THE PUBLIC RECORDS OF THE COUNTY ARE AVAILABLE FOR INSPECTION AND COPYING. IN ORDER TO PROTECT YOURSELF, YOU ARE ALSO ADVISED AS FOLLOWS: (I) YOU MAY REQUEST THAT THIS CONTRACT ALLOW FOR PAYMENTS TO LOWE'S TO BE CONDITIONED UPON LOWE'S OBTAINING AND PASSING MANDATORY INSPECTIONS; (II) YOU MAY PAY THE COST OF PURCHASING AN INSTALLER'S PAYMENT BOND OR OTHER SECURITY (AND MAY OBTAIN COPIES OF THE SAME UPON REQUEST), TO COVER PAYMENTS TO SUBCONTRACTORS AND MATERIAL SUPPLIERS, IN THE EVENT LOWE'S OR INSTALLER FAILS TO DO SO; (III) YOU MAY REQUEST THAT THIS CONTRACT CONTAIN A WORK OF COMPLETION DATE, IN THE ABSENCE OF A COMPLETION DATE, YOU MAY REQUEST THAT INTERIM MILESTONES OR TIME PERIODS BE ESTABLISHED FOR COMPLETION OF PORTIONS OF THE INSTALLATION SERVICES; (IV) IF, AFTER OBTAINING A PERMIT FOR THE WORK, LOWE'S TERMINATES THIS CONTRACT WITHOUT JUST CAUSE OF FAILS TO PERFORM THE INSTALLATION SERVICES WITHOUT JUST CAUSE FOR THIRTY (30) CONSECUTIVE DAYS, THE PROJECT MAY BE CONSIDERED ABANDONED, WHICH CONSTITUTES A PENALTY FOR WHICH A CONTRACTOR MAY BE DISCIPLINED BY THE STATE OF BY THE COUNTY; AND (V) LOWE'S HAS COMMERCIAL GENERAL LIABILITY INSURANCE, COMMERCIAL

AUTOMOBILE LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE AS REQUIRED BY APPLICABLE STATUTE, THROUGH INSURERS RATED A/X OR HIGHER BY A.M. BEST AND AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA. WITH LIMITED EXPIATIONS PROVIDED BY LAW, THE WORK YOU ARE CONTRACTING FOR MUST BE PERFORMED BY A STATE OF FLORIDA CERTIFIED CONTRACTOR OR A MIAMI COUNTY CERTIFIED CONTRACTOR WHO IS ALSO REGISTERED WITH THE STATE.

FLORIDA

Execution Date

Three (3) Days After Execution Date

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FLORIDA
NOTICE OF RIGHT TO CANCEL²

08/20/2021

Execution Date

08/23/2021

Three (3) Days After Execution Date

(not counting Sundays and Federal Holidays)

You may CANCEL this transaction, without any Penalty or Obligation, within THREE (3) BUSINESS DAYS from the above date (Execution Date).

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty (20) days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Lowe's, at 2984 15910 NW 144th Terrace
Alachua FL 32615 (LOWE'S STORE ADDRESS) or by email at
Seth.e.carter@store.lowes.com (PSE EMAIL), NOT LATER THAN MIDNIGHT OF the 3rd day

after execution date ensuring Saturday is considered a business day while Sundays and federal holidays are not.

Notice of Cancellation:

I HEREBY CANCEL THIS TRANSACTION.

Paul D. Cason
(Customer's Printed Name)

(386) 663-2074
(Customer's Phone Number)

(Today's Date)

(Customer's signature)

² This Notice only applies if this Contract is a "home solicitation sale" as defined by Fla. STAT. §501.021(1) or a "door-to-door sale" as defined by 16 C.F.R. § 429.0(a).

WAIVER OF RIGHT TO CANCEL DUE TO BONA FIDE PERSONAL EMERGENCY

The law gives you the right to cancel this Installation Services Customer Contract within three (3) business days. However, you may waive that right provided the following criteria are met:

- (i) you initiated the contact with Lowe's that led to the sale;
- (ii) the Installation Services are needed to meet your bona fide immediate personal emergency; and
- (iii) you furnish Lowe's with this separately dated and signed personal statement in your handwriting describing the situation requiring immediate remedy and expressly acknowledging and waiving your right to cancel the sale within three (3) business days.

If you waive your right to cancel, Lowe's may begin performing the Installation Services without waiting for the three (3) business day cancellation period to expire. To waive your right to cancel due to a bona fide personal emergency, you must complete the spaces below and return this form to Lowe's.

1. Did you initiate the contact with Lowe's that led to the sale? ☐ YES ☐ NO

2. Are the Installation Services needed to meet your bona fide immediate personal emergency?
☐ YES ☐ NO

3. If you answered "Yes" to the above question, please describe the situation requiring immediate remedy:

4. Do you expressly acknowledge and waive your right to cancel the sale within three (3) business days?
☐ YES ☐ NO

(Date)

(Project ID)

(Customer's Signature)

Paul D. Cason

(Customer's Printed Name)