



12501 Lake Point Pass, Belleville, MI 48111
t. 866 775 3626 f. 734 941 5905

QUOTE

Number STES23330

Date May 2, 2023

Sold To

Dwayne Hoepner
10675 Merrill
Hamburg, MI 48189

Phone (517) 499-6454
Fax

Eric Stimach 313 909 1628

Ship To

Dwayne Hoepner
10675 Merrill
Hamburg, MI 48189

Phone (517) 499-6454
Fax

Salesperson	P.O. Number	Ship Via	Terms
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Eric

Line	Product	Description	Options	Ext. Price
1	Closed Cell 2-2.5"	install in all the exterior walls of the pole barn		\$9,535.04
2	Closed Cell 2-2.5"	install in the gable end walls of the pole barn		\$1,593.60
3	Open Cell 4-4.5"	install in a non vented application directly to the roof of the pole barn		\$5,841.00
4	Closed Cell 2.5-3"	OPTION to install in non vented application directly to the roof of the pole barn (Optional)	\$6,930.00	

SubTotal \$16,969.64

Options Total	\$6,930.00	Total	\$16,969.64
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Deposit Required \$3,393.93

TERMS deposit required balance upon completion

All material is guaranteed by manufacturer to be as specified. All work to be completed in a workmanlike manner according to standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. It should also be understood that for Seal Tech Insulation foam to be injected into walls, openings have to be made for every stud space and the closing and patching afterwards may leave visible traces.

Any alteration or deviation from the plans herein agreed upon involving extra cost of labor and material will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. Agreements made with mechanics not recognized.

Because there are many variables involved, Seller makes no representations, warranties or guarantees of any kind regarding fuel savings as a result of the installation. Seller relies upon the representations made by the Buyer as to type and amount of present insulation in those areas not readily accessible for inspection.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Buyer Hereby Acknowledges Receipt of Copy of This Contract and Agrees to Its Terms.
CONTINUED CONDITIONS AND REPRESENTATIONS (PAGE 2-REVERSE SIDE)

REPRESENTATIVE _____

BUYER: _____

CONTINUED CONDITIONS AND REPRESENTATIONS (PAGE 2—REVERSE SIDE)

1. Owner shall supply Contractor with a complete and accurate description of the physical characteristics of the house, including the nature and location of all electric and utility conduits and further agrees to provide all requisite notices to governmental authorities and provide for all inspections permits, special exceptions and easements and to provide all requisite subdivision approval required for the work
2. Owner hereby waives any right to action for damage caused by increased insulation which eliminates or traps undetected moisture or causes expansion or contraction of the building or aggravates previously existing conditions of disrepair or poor construction. Previously damaged drywall or the paint on the same may crack or peel by the elimination of moisture or thermal variants created by increased R-value. It is hereby understood and acknowledged that this is beyond the control of Contractor and is not actionable.
3. If latent, unknown or concealed conditions are found in the performance of the work that differ from those provided by owner or differing from those ordinarily encountered in proper construction whether residential or commercial, the contract amount and time for completion shall be accordingly adjusted to account for modifications in installation, if installation is even possible. If such conditions, in the opinion of the Contractor, should make performance of the work impractical, Contractor has the right to terminate the contract and Owner shall reimburse the Contractor for all expenses and costs, direct and indirect, incurred by the Contractor.
4. Contractor agrees to remove, replace, and where needed, repair the interior or exterior wall coverings and structure and finishes and to execute the work in a reasonable workmanlike manner according to industry standards. In some cases breakage, scarring or staining of interior or exterior siding, shingles, boards, sheathing, bricks, mortar, stone, paint, stain, plaster, dry wall sheet rock, paneling or other wall coverings or structures may occur during removal, replacement or performance of the work depending on the type, condition and age of the wall covering and the wall structure. In that event, Contractor agrees to use reasonable efforts to repair and/or procure and install replacement and/or touch-up materials for only that portion actually affected; however, exact duplication, replacement or repair may not be commercially practicable. The Owner is responsible for selecting any "touch-up" material and or paint. Owner may seek the opinion of Contractor as to these matters, however Contractor neither warrants nor guarantees the performance of third-party repair materials. Contractor agrees to use reasonable efforts to procure such materials and return the injection sites and removed cosmetic material to achieve a condition as close to the original as is commercially practicable under the circumstances. The Contractor shall determine what is commercially practicable. Contractor shall not be responsible for achieving state-of-the-art repair conditions unless previously specified by owner prior to the commencement of the work contemplated under this contract.
5. Upon substantial completion of the work by the Contractor, Owner shall inspect the work. In case of a defect in material or workmanship, relating solely to the insulation installed, the Owner shall send to Contractor, by registered mail, an itemized list of any and all such defects 14 of substantial completion. Substantial completion shall be when the Contractor has completed installation of the insulation. If no such list is submitted it is conclusively presumed that the work and materials have been installed according to the contract requirements and the Owner shall sign a certificate of final completion.
6. It is hereby expressly understood that certain window, and other openings because of their solid nature and structural characteristics may not be insulated, nor is it possible to insulate the same, and as such, are not guaranteed to be so by this Contract, unless by additional written agreement. Such work may involve the complete replacement of the window and surrounding structures, and the same is not the responsibility of Contractor under this agreement. This applies to all areas where it is impractical to insert insulation due to the nature of the construction whether that construction complies with code or not.
7. In the event there is an alleged breach of this Contract, Owner may recover from the Contractor only direct damages sustained as a result thereof, and consequential damages are hereby waived by owner. Direct damages are hereby defined as damages that relate to a failure to insulate those areas that are capable of insulating, and that were within the scope of this contract. All other damages are consequential. Should contractor decide to do additional work at no, or limited charge, such additional work or goodwill is not an admission of liability or wrongdoing. The recovery of any damages requires that a claim must be made upon contractor within 14 days of the occurrence giving rise to such claim, sent in writing to the Contractor by certified mail. Contractor is then granted 14 days there from to inspect, set a date for cure, or deny the claim. False claims are criminal and shall be treated as fraud under all state, federal, and local laws. In the event notice is not given or the action not tendered to Contractor within the time limits above, all actions for cure are waived and null for effect. Contractor may seek damages for costs, including reasonable attorney's fees for actions brought outside the time limits set forth herein. All notices may be sent to the address on the top of this contract.
8. Owner agrees that if this Contract is canceled for any reason, other than set forth by law allowing for rescission, to pay the contractor a sum of money equal to twenty-five percent of the Contract price herein agreed to be paid as fixed and ascertained damages. All materials, whether on the property of the owner or not shall remain or become the property of the Contractor.
9. Contractor may change or substitute any materials to be used in the work hereunder, provided, however, all substituted materials are to be of equal kind and quality. Contractor shall install all materials in accordance with manufacturer's recommended procedures, and Contractor relies upon manufacturer's advertising representations, warranties or guarantees as to the same.
10. ARBITRATION Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All contracts are construed under Michigan law, and Owner hereby consents to the laws of the state of Michigan, and the jurisdiction of Washtenaw County Michigan, City of Ann Arbor. In Illinois, this contract is governed by Illinois Law, and Owner hereby consents to the laws of Illinois, and the jurisdiction of Cook County, First District, Richard J. Daley Center, and Chicago.
11. The waiver or failure by law of any provision of this contract shall not be deemed to be a waiver of any future right or of any other provision included herein. This Contract contains the final and entire agreement between the parties hereto and neither they nor their agents shall be bound by any terms, conditions, or representations not herein written.
12. The remedies available to the Owner against the Contractor set forth herein are the exclusive remedies and all other remedies, statutory or otherwise are waived, unless prohibited by law. In the event that any portion of this contract is deemed unenforceable as a matter of law all other provisions shall remain in effect. Authorized Officer

Buyers Initials _____