TERMS AND CONDITIONS

These terms and conditions ("Terms") apply to the attached proposal ("Proposal") for Caskey Veazie Ventures, a Texas limited liability company d/b/a Dixie Roofing ("Dixie Roofing") to perform work or services ("Services") and procure and provide goods or materials ("Goods") to you, the customer ("Customer"). These terms apply except as otherwise stated in the Proposal or other subsequent written agreement, signed by the party to be charged.

1. Payment. Payment is due upon receipt of an invoice from Dixie Roofing. Unpaid principal will accrue interest at a rate of eighteen percent (18%) per annum beginning on the 31st calendar day after such due date. Payment may be made by cash, check, or credit card in US dollars. If payment is made by check, it should be made payable to: Dixie Roofing. Dixie Roofing may charge a $34.00 fee for each returned check. In the event a lien or suit is filed by Dixie Roofing to collect any amounts owed, Customer agrees to pay Dixie Roofing's attorney's fees plus all costs and expenses incurred by Dixie Roofing in connection with such lien or suit.

2. Delivery. Delivery of Goods is at Customer's facility unless otherwise agreed in writing. The risk of loss of the Goods will pass to Customer at the time that the Goods are delivered to such facility by Dixie Roofing, or if delivery occurs at Dixie Roofing, then the risk of loss of the goods will pass at the time Dixie Roofing sends Customer notification that the Goods are ready for delivery. Dixie Roofing shall not be liable for delays in Services or delivery of Goods, even if such delay is the result of Dixie Roofing's sole negligence, or any loss related to the same, whether direct or indirect.

3. Warranties. *DIXIE ROOFING WARRANTS ITS SERVICES FOR WORKMANSHIP, BUT ONLY FOR SUCH SERVICES FOR NEW CONSTRUCTION ROOFS OR COMPLETE ROOF REPLACEMENTS. SUCH SERVICE WARRANTIES ARE TWO (2) YEARS FOR NEW CONSTRUCTION ROOFS AND FIVE (5) YEARS FOR COMPLETE ROOF REPLACEMENTS. DIXIE ROOFING DOES NOT PROVIDE WARRANTIES FOR ANY GOODS. HOWEVER, WARRANTIES FOR GOODS ISSUED BY MANUFACTURERS THAT CAN BE PASSED ON TO THE CUSTOMER WILL BE PASSED ON. FOR GOODS INSTALLED BY DIXIE ROOFING, THE CUSTOMER ONLY HAS WARRANTIES FROM MANUFACTURERS FOR SUCH GOODS. WARRANTIES PROVIDED BY DIXIE ROOFING TO CUSTOMER ARE NOT TRANSFERRABLE. WARRANTIES ARE VOID IF SUMS DUE TO DIXIE ROOFING ARE NOT PAID IN FULL OR IF UNAUTHORIZED SERVICES, ALTERATIONS, OR ADJUSTMENTS HAVE OCCURRED AFTER ANY SUCH SERVICE OR DELIVERY OF GOODS BY DIXIE ROOFING.*

THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, GUARANTIES, AND LIABILITIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY EXCLUDED.

4. Insurance. Dixie Roofing carries general liability insurance for its own protection purposes. Customer shall be responsible for carrying adequate insurance to protect its structures and the contents thereof owned or controlled by the Customer or for which the Customer is responsible, including but not limited to any Goods delivered by Dixie Roofing to the Customer's facility.

5. Right to Cancel Contract. Dixie Roofing reserves the right to cancel contracts with Customer at any time and for any reason, and Dixie Roofing shall not be liable for and is released from any and all effects caused therefrom that may occur and affect Customer or third parties. Dixie Roofing will not provide Goods or Services that pose an unreasonable risk of physical harm to its employees, agents, or subcontractors.

6. Reliance on Instructions. Dixie Roofing (i) is authorized to rely upon the instructions of Customer and its employees, agents, or independent contractors and (ii) is not liable to Customer and its employees, agents, or independent contractors for following such instructions, even if doing so was negligent in whole or part.

7. Limitation of Liability. *DIXIE ROOFING SHALL NOT BE LIABLE FOR AND IS RELEASED FROM ANY ACT, OMISSION, OR OCCURRENCE CAUSED IN WHOLE OR PART BY THE NEGLIGENCE OF CUSTOMER OR ITS EMPLOYEES, AGENTS, OR INDEPENDENT CONTRACTORS, EVEN IF THE SAME IS MIXED (IN WHOLE OR PART) WITH THE NEGLIGENCE OF DIXIE ROOFING OR ITS EMPLOYEES, AGENTS, OR INDEPENDENT CONTRACTORS, INCLUDING BUT NOT LIMITED TO DAMAGE TO UNSEEN PROPERTY CAUSED BY NAILS. DIXIE ROOFING'S LIABILITY FOR DAMAGES, REGARDLESS OF THE FORM OF THE ACTION OR THE NEGLIGENCE OF DIXIE ROOFING AND ITS AGENTS, IS LIMITED TO THE FEES RECEIVED HEREUNDER. UNDER NO CIRCUMSTANCES SHALL DIXIE ROOFING BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOST GOODWILL, DELAY, OR WORK STOPPAGE), REGARDLESS OF THE THEORY OF RECOVERY AND REGARDLESS OF WHETHER CUSTOMER HAS BEEN ADVISED OF THAT POSSIBILITY, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.*

DIXIE ROOFING SHALL NOT BE LIABLE FOR FAILURE OF PERFORMANCE DUE TO CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, POWER OUTAGES, DESTRUCTION OF CUSTOMER'S FACILITY, OR AN INABILITY TO OBTAIN GOODS FROM USUAL SOURCES.

8. Indemnity. Customer must indemnify and hold Dixie Roofing harmless from all cost, loss, expense, attorney's fees, court costs, and expert witness fees arising from or related to (i) a breach by Customer of the Proposal or these Terms; (ii) any claim for which Dixie Roofing is expressly not liable under these the Proposal or these Terms; (iii) the instructions, acts, omissions, or occurrences of Customer and its employees, agents, and independent contractors; and (iv) any claim related to or arising from the condition, status, or use of the Customer's facility, including but not limited to any claims for violations of environmental laws or regulations.

9. Law/Venue/Jurisdiction/No Jury. Texas law, without regard to conflicts of law, governs the construction and enforcement of the Proposal and these Terms. Venue for any and all claims between Dixie Roofing and Customer shall exclusively be in Montgomery County, Texas. Customer consents to exclusive jurisdiction in Montgomery County, Texas, and waives any other legal venue. *CUSTOMER WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY SUIT ARISING OUT OF OR RELATED TO THE PROPOSAL, THESE TERMS, THE SERVICES, OR THE GOODS.*

10. Construction. No method of construction of the language in the Proposal or these Terms shall construe ambiguities against the drafter. The Proposal and these Terms shall be reformed in the event that they contain any illegal or unenforceable clause, and, if reformation is not lawful, then the Proposal and Terms shall be construed as if they did not contain the illegal or unenforceable clause.

11. Entire Agreement. The Proposal and these Terms contain the entire agreement between the parties. Any oral representations or modifications concerning the Proposal or these Terms shall be of no force or effect unless contained in a subsequent writing, signed by the party to be charged.