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Mar 23 2026

S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA

In the Supreme Court

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

Clifton B. Newman, Circuit Court Judge

Appellate Case No. 2025-001176
Case No. 2014-CP-08-02424

Opinion No. 2025-UP-072

Builders FirstSource-Southeast Group, LLC, Petitioner,

v.

MI Windows and Doors, Inc.; ECC Contracting, LLC; Hurley Services, LLC; and Charleston Exteriors, LLC, of which ECC Contracting, LLC and Charleston Exteriors, LLC are Respondents.

PETITIONER'S REPLY BRIEF

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Table of Contents

Table of Authorities ii
Questions Presented on Certiorari 1
Statement of the Case 1
Standard of Review 2
Argument 2
I. **ECC's first argument ignores the relevant authority cited by ECC and the basic rules of pleading construction** 3

II. **ECC's second argument ignores the relevant authority cited by ECC and the basic rules of contract construction** 7

III. **The Concord & Cumberland court affirmed the trial court's ruling which recognized the obligation of the indemnitor to indemnify its indemnitee/general contractor against liability for damages caused by the concurrent negligence of the subcontractor/indemnitor, notwithstanding the fact that the contractual indemnity provisions did not meet the heightened clear and unequivocal standard** 12

Conclusion 14

Table of Authorities

Cases:

Ashley II of Charleston, L.L.C. v. PCS Nitrogen, Inc., 409 S.C. 487, 763 S.E.2d 19 (2014)...2,9
BEI Beach, LLC v. Christman 440 S.C. 98, 889 S.E.2d 601 (Ct. App. 2023).....5,6
Braegelmann v. Horizon Dev. Co., 371 N.W.2d 644, 646 (Minn. Ct. App. 1985).....12
Campbell v. Beacon Mfg. Co., 313 S.C. 451, 453, 438 SE2nd 271, 272 (Ct. App. 1993).....3
Concord & Cumberland Horizontal Prop. Regime v. Concord & Cumberland, LLC, 424 S.C. 639, 648, 819 S.E.2d 166, 171 (Ct. App. 2018).....3, 6,7,8, 9, 11, 12, 13
Concord & Cumberland Horizontal Prop. Regime v. Concord & Cumberland, LLC, 424 S.C. 639, 652, 819 S.E.2d 166, 173 (Ct. App. 2018).....12,14
Elrod v. All, 243 S.C. 425, 134 S.E.2d 410 (1964).....5
Federal Pacific Electric v. Carolina Production Enterprises, 298 S.C. 23, 378 S.E.2d 56 (Ct. App. 1989).....3, 9
Laurens Emergency Med Specialists PA v. MS Bailey and Sons Bankers, 355 S.C. 104, 584 S.E.2d 375 (2003).....3, 9
Postal v. Mann 308 S.C. 385, 387, 418 S.E.2d 322, 323 (Ct. App. 1992).....5
Rock Hill Tel. Co. v. Globe Commc'ns, Inc., 363 S.C. 385, 389, 611 S.E.2d 235, 237 (2005).....2
TNS Mills, Inc. v. S.C. Dep't of Revenue, 331 S.C. 611, 617, 503 S.E.2d 471, 474 (1998).....8
Witherspoon v. Stogner 182 S.C. 413 (1937).....5
Whitlock v. Stewart Title Guar. Co., 399 S.C. 601, 732 S.E.2d 626 (2012).....9

Statues and Rules:

C.J.S. Pleading § 79.....6
S.C. Code § 32-2-10.....7
Rule 8(f), SCRCP.....6

Questions Presented on Certiorari

1. **When a contractor files a general third-party (or fourth-party) claim against its subcontractor seeking to recover for all damages for it might be held liable, does such claim include those damages for which the subcontractor is either solely or concurrently responsible?**

2. **Should a contractor's contractual indemnification claim – specifically as it relates to damages for which its subcontractor is either solely or concurrently responsible – be construed in accordance with precedent and with the laws governing contracts generally, or should it for the first time be subject to the heightened "clear and unequivocal" standard that would be applicable if the contractor were solely seeking indemnity for its own negligence?**

REPLY

By its brief, ECC appears to argue that any contractual provision requiring the indemnitor to indemnify against damages caused by its own concurrent negligence must be set forth in "clear and unequivocal" terms. Such a contention is directly opposed to the law of contractual indemnity as previously articulated by this Court.

Contrary to the assertions of ECC, and as more fully detailed both in the initial brief of BFS, and hereinafter, BFS, by the within action, sought recovery in indemnity **only** against liability occasioned by the negligence of its subcontractors. BFS's claims are, in turn, premised upon the relevant indemnity provision of its subcontractor agreements, by which the subcontractors agreed to indemnify BFS only against liability or damage caused in whole or in part by the negligence of the subcontractor.

Notwithstanding the arguments of the Respondents, recovery in contractual indemnity, as sought by BFS in this matter, is fully supported by prior rulings of this Court.

This Court has long since recognized the propriety of indemnity provisions allocating risk between contracting parties. See Rock Hill Tel. Co. v. Globe Commc'ns, Inc., 363 S.C. 385, 389, 611 SE2nd 235, 237 (2005). Moreover, our courts have repeatedly stated that contracts of

indemnity are to be construed in accordance with the rules for construction of contracts generally. Campbell v. Beacon Mfg. Co., 313 S.C. 451, 453, 438 SE2nd 271, 272 (Ct. App. 1993)(citing Federal Pacific Electric v. Carolina Production Enterprises, 298 S.C. 23, 378 S.E.2d 56 (Ct. App. 1989). Importantly, it is only when a party seeks to be relieved from the consequences of its own negligence that our case law requires that the indemnity clause must be set forth in clear and unequivocal terms. See Ashley II of Charleston, L.L.C. v. PCS Nitrogen, Inc., 409 S.C. 487, 763 S.E.2d 19 (2014); Laurens Emergency Med Specialists PA v. MS Bailey and Sons Bankers, 355 S.C. 104, 584 S.E.2d 375 (2003); Concord & Cumberland Horizontal Prop. Regime v. Concord & Cumberland, LLC, 424 S.C. 639, 648, 819 S.E.2d 166, 171 (Ct. App. 2018)(citing Federal Pacific, noting the indemnity clause was subject to the clear and unequivocal standard because the respondent was seeking indemnification for its "own negligence."; also Laurens, noting the court found strict construction of the indemnity clause was required because EMS claimed the clause could relieve it "from the consequences of its own negligence.").

Respondent's assertion, that a contractual provision requiring the indemnitor to indemnify its indemnitee against damages occasioned by the indemnitor's own concurrent negligence, is not only contrary to established law, but could, effectively, eviscerate contractual indemnity as a means of agreed-upon risk allocation, reducing such contractual indemnity to the equivalent of equitable indemnity[1]. ECC has cited no support for its novel contention, its arguments are without merit, and those arguments should not be entertained by this Court.

I. ECC's first argument ignores the relevant authority cited by ECC and the basic rules of pleading construction.

[1]The court of appeals, by footnote to its Concord & Cumberland Opinion, acknowledged the "challenges" in the drafting of provisions satisfying the "clear and unequivocal" standard[1] . ("In fact, none of our precedents appear to have found a provision that has met this standard.")

BFS argued in its opening brief that its complaint seeks recovery for liability that may be imposed on BFS when such liability was in fact the result of the negligence of the subcontractors. This is supported by the language of the complaint, specifically by the language of Paragraph 33. BFS made an alternative argument, however, that even if the Court disagrees and reads into the Complaint a demand for indemnity for losses resulting from BFS's own negligence, the language of Paragraph 33 at least compels the Court to recognize that BFS had plead, perhaps concurrently, a claim for indemnity for any liability imposed based on the concurrent negligence of the subcontractors, and that this claim must survive even if the other supposed claim fails.

In its brief, ECC attacks the position held by BFS that the Complaint *only* seeks recovery for liability imposed as a result of the negligence of the subcontractors. Notably, however, ECC never responds to the alternative argument put forward by BFS, which is at the very heart of what this Court asked the parties to brief when it granted certiorari: *whether, even if a claim for recovery for its own negligence existed, the complaint nonetheless also included a claim for recovery for liability resulting from the concurrent negligence of the subcontractor.* Whether BFS pled a claim for its own negligence is not dispositive, as long as it *also* pled a claim to recover for the negligence of its subcontractor. Because ECC failed to argue this position, the Court should consider its objections to it abandoned.

Nonetheless, ECC is also incorrect in the argument that it does make: that the Complaint seeks recovery from ECC for damages that were solely the responsibility of BFS. ECC argues that BFS's relief requested in paragraph 34 of the Complaint is "broad, unconditional, and notably devoid of limiting language." ECC Brief, p. 7. ECC argues that the "pleading does not limit indemnification to damages caused solely by subcontractors, nor does it exclude liability arising from BFS's own conduct." See Id. ECC concludes that by seeking the broadest relief possible,

BFS pled a claim that encompasses the entirety of any judgment entered against it, including damages attributable to its own independent negligence. See Id.

In support of its arguments, ECC cites Postal v. Mann for the point that "parties are judicially bound by their pleadings unless withdrawn, altered or stricken by amendment or otherwise." ECC Brief, p. 6 (citing 308 S.C. 385, 387, 418 S.E.2d 322, 323 (Ct. App. 1992) (citing Elrod v. All, 243 S.C. 425, 134 S.E.2d 410 (1964))). ECC also cites Witherspoon v. Stogner for the point that "South Carolina courts evaluate pleadings as a whole." ECC Brief, p. 7 (citing 182 S.C. 413 (1937)). Lastly, ECC cites BEI Beach, LLC v. Christman for the point that "[t]he scope of a claim is determined by considering both the allegations and the relief requested." See Id. (citing 440 S.C. 98, 889 S.E.2d 601 (Ct. App. 2023)).

Despite citing this authority, ECC nonetheless has asked this court to do exactly what the noted case law prohibits: to consider only isolated provisions of the complaint and to fail to read the complaint together as a whole. Specifically, ECC argues (without citation or explanation) that this Court should ignore the limiting language set forth in Paragraph 33[2] because it "merely states BFS's theory of causation; it does not define the scope of the relief sought." ECC Brief, p. 7. On the contrary, Paragraph 33 does both; it alleges that any liability is only vicarious, and thus, alleges that any relief must and will be derived from the wrongdoing of ECC. As argued before, BFS's pleading assumes and alleges that there was no wrongdoing on the part of BFS, and thus, any right to recovery must arise from the negligence of another party. Whether the facts of the case later bear out this constructed worldview is immaterial when analyzing the pleading. What is clear,

[2] BFS alleged in Paragraph 33 that "That to the extent, if any, that BFS may be held liable ... in the underlying action, such liability would be a direct and proximate result of the wrongful acts, omissions, negligence, and/or representations of [Respondent subcontractors] which have damaged BFS, as [BFS], has been subjected to liability and has incurred consequential damages in having to expend attorneys fees and costs in defending against the claims of Plaintiffs and/or Lennar Carolinas, LLC in the underlying action."

however, from the case law cited by ECC, is that the Court cannot ignore this paragraph when analyzing whether BFS was asserting a claim to recover for its own negligence. See BEI Beach, LLC v. Christman 440 S.C. 98, 889 S.E.2d 601 (Ct. App. 2023)(The scope of a claim is determined by considering both the allegations and the relief requested).

Thus, a fair, impartial, and appropriate reading of the BFS pleading clearly establishes that BFS contends that any liability on its part is the result of the negligent acts or omissions of the Respondent subcontractors, and that BFS is seeking contractual indemnity only against liability occasioned by such Respondent subcontractors' negligence. Such result comports with the basic rules of pleading construction. See 71 C.J.S. Pleading § 79 "A pleading should receive a fair and reasonable construction and interpreted according to its plain meaning and per the general rules of pleading." Further, because a plaintiff is entitled to have its claims heard on the merits, pleadings are to be construed to do substantial justice. See Id. South Carolina follows these basic principles regarding construction of pleadings, and memorialized the same in Rules of Civil Procedure. See Rule 8(f), SCRCP.

Moreover, even assuming that the BFS pleadings could be reasonably construed as broadly as is urged by ECC, such a broad interpretation would nonetheless clearly encompass claims for indemnity against liability occasioned by the subcontractor's concurrent negligence. It bears emphasis that the Concord & Cumberland court addressed a pleading by which the general contractor/indemnitee, by its own admission, sought indemnity against liability for damages caused by its own concurrent negligence, and by the concurrent negligence of its subcontractor/indemnitor. Notwithstanding the breadth of the general contractor's claims, the Concord & Cumberland court, while denying indemnity for damages caused by the general contractor's own concurrent negligence, nonetheless recognized the independent claim that existed

for contractual indemnity for damages occasioned by the concurrent negligence of the subcontractor, and the court allowed indemnity against such damages. As in the Concord & Cumberland case, this Court should recognize the independent claim that exists for contractual indemnity against the damages occasioned by the negligence (whether sole or concurrent) of the subcontractor. ECC has cited no authority to support its implicit contention that a party is to be penalized for overly expansive pleading. Such a contention is not only incompatible with the basic rules of pleading construction, but also inconsistent with the rule of substantial justice, and should be rejected by this Court.

Contrary to ECC's argument, BFS pled a cause of action seeking recovery for any liability that it incurred as a result of the negligence of its subcontractors. Failing to read a cause of action asserted against the subcontractor for indemnity against damages resulting from the subcontractor's own negligence not only results in a gross injustice, where the subcontractor skirts responsibility for its own negligence, but is also inconsistent with established case law and the rules of pleading. For these reasons, the Court must reject ECC's invitation to affirm the errors of the lower courts, and remand BFS's contractual indemnification cause of action for trial.

II. ECC's second argument ignores the relevant authority cited by ECC and the basic rules of contract construction.

As noted in Argument I, BFS, by its pleadings, has sought indemnity against liability for damages caused by the negligence of its subcontractors. Such claim is premised upon the provisions of the first paragraph of Section 5, by which the subcontractor specifically agreed to indemnify BFS against liability for damages resulting from the subcontractor's negligence. Both the referenced contractual provision,

and the relief sought by BFS in this case, are completely consistent with the prior rulings of the appellate courts of this state, and with statutory authorization as set forth in S.C. Code § 32-2-10.[3]

In its effort to undermine the legal viability of the indemnity provision as set forth in the first paragraph of Section 5, ECC now argues, for the first time on appeal, that Section 5 must be read as a whole, and that the entire Section is subject to the heightened "clear and unequivocal" standard. See ECC Brief, p.10. ECC's new argument, however, is not properly before the Court.

It bears emphasis that the Respondent subcontractors have previously admitted that there is only one relevant indemnity provision. See A. pp. 170 (ECC Memorandum), 245 (Chs Ext Memorandum), 337-338 (ECC oral argument), 341-342 (ECC oral argument), 345 and 347 (Chs Ext oral argument). The Respondent subcontractors have also redundantly represented that there is only one indemnity provision at issue in this litigation, and that that single indemnity provision (set forth in Paragraph 1 of Section 5), is substantially the same as the indemnity provision at issue in Concord and Cumberland. See A. pp. 337-338, 341-342, 345 and 347. ECC cannot now take position inconsistent with its previous representations. See Postal v. Mann, 308 S.C. 385, 387, 418 S.E.2d 322, 323 (Ct. App. 1992) (citing Elrod v. All, 243 S.C. 425, 134 S.E.2d 410 (1964)). Moreover, an issue conceded in a lower court may not be argued on appeal. See TNS Mills, Inc. v. S.C. Dep't of Revenue, 331 S.C. 611, 617, 503 S.E.2d 471, 474 (1998). Thus, this issue is not properly before the Court. Therefore, the Court must reject ECC's second argument.

BFS urges that the aforesaid concessions by ECC, in and of themselves, render consideration of its second argument inappropriate here. BFS would also note, however, that not even ECC contends that BFS has ever demanded that ECC perform any obligation under the newly referenced third paragraph of

[3] "Nothing contained in this section shall affect a promise or agreement whereby the promisor shall indemnify or hold harmless the promisee...against liability for damages resulting from the negligence in whole or in part, of the promisor..."

Section 5, or that BFS has asserted a cause of action premised upon that third paragraph. These considerations provide a further basis for rejection of the ECC arguments.

Nevertheless, should the Court consider ECC's second argument, the Argument should be rejected.

In attempted support for its second argument, ECC cites to Whitlock v. Stewart Title Guar. Co. for the point that "contracts [are required] to be read as a whole." See ECC Brief, p. 10 (citing 399 S.C. 601, 732 S.E.2d 626 (2012)). ECC argues that when Section 5 is read in its entirety, the subcontractor's obligations extend beyond damages attributable only to the subcontractor's work and reach claims involving BFS's own negligence. See ECC Brief, p. 10. ECC argues that such contractual framework therefore implicates BFS's own conduct and triggers the heightened standard governing such indemnity claims. See Id.

ECC is incorrect.

Typically, courts will construe an indemnification contract in accordance with the rules for construction of contracts generally and the heightened "clear and unequivocal" standard applies only when a party seeks to be indemnified against liability for its own negligence, whether sole or concurrent. See Ashley II of Charleston, L.L.C. v. PCS Nitrogen, Inc., 409 S.C. 487, 763 S.E.2d 19 (2014); Laurens Emergency Med Specialists PA v. MS Bailey and Sons Bankers, 355 S.C. 104, 584 S.E.2d 375 (2003); Concord & Cumberland Horizontal Prop. Regime v. Concord & Cumberland, LLC, 424 S.C. 639, 648, 819 S.E.2d 166, 171 (Ct. App. 2018)(citing Federal Pacific, noting the indemnity clause was subject to the clear and unequivocal standard because the respondent was seeking indemnification for its "own negligence."; also Laurens, noting the court found strict construction of the indemnity clause was required because EMS claimed the clause could relieve it "from the consequences of its own negligence."). Thus, here, because BFS is seeking to be indemnified only against damages caused by

the negligent acts or omissions of ECC, the "clear and unequivocal" standard does not apply, and it was error for the lower courts to apply such heightened standard to the relevant indemnity provision – the first paragraph of Section 5.

Moreover, as conceded by ECC at the trial court, the relevant indemnity provision – the first paragraph of Section 5, by its plain and unambiguous language, limits BFS's recovery to damage only caused in whole or in part by the negligent act or omission of the subcontractor. See A. pp. 218, 534.

> [("**TO THE FULLEST EXTENT PERMITTED BY LAW, THE SUBCONTRACTOR SHALL INDEMNIFY, DFEND, AND HOLD HARMLESS THE CONTRACTOR ... FROM AND AGAINST ANY AND ALL ... LIABILITIES ... ARISING OUT OF OR RESULTING FROM ... PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISTE OUT OF OR IN ANY WAY RELATED TO ... THE SUBCONTRACTOR'S PERFORMANCE OF THE WORK ... BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE SUBCONTRACOR ....")(emphasis in original)].**

The relevant indemnity provision, as set forth in the first paragraph of Section 5, limits the indemnity right of BFS to recovery of those damages resulting from the subcontractor's negligence, whether such negligence be the sole negligence of the subcontractor, or the subcontractor's concurrent negligence. Moreover, and equally importantly, the indemnity obligation, as imposed by the first paragraph of Section 5, is circumscribed specifically to "to the fullest extent permitted by law." Thus, the indemnity provision, relied upon BFS in the assertion in its claims, is fully consistent with express statutory authorization, and fully supportive of the indemnity sought by BFS in this action.

BFS has sought indemnity against liability for damages occasioned by the negligence of its subcontractors. Its claims in indemnity are premised solely on the obligations as set forth specifically in the first paragraph of Section 5 of its subcontract agreement, by which its subcontractors have agreed to indemnify BFS against damages caused in whole or in part by the negligent acts or omissions of those subcontractors.

By contrast, BFS has not asserted any claim in the instant action, under the provisions of the separate third paragraph of Section 5, by which the subcontractors have undertaken a separate obligation to defend BFS against indemnified claims.

The contractual rights set forth in the third paragraph of Section 5, which include the right (a) to tender defense of an indemnified claim made against an indemnified party under the first paragraph or the second paragraph and/or (b) to bring a claim for defense expenses incurred against such an indemnified claim – even a right that is not contingent on a finding of fault – do not change the fact that ECC separately undertook (by the first paragraph of Section 5) a contractual obligation to indemnify BFS from and against any judgment(s) that may ultimately be entered against it arising out of the negligent work of ECC. Thus, the BFS claims are supported by, (and not, as ECC argues, inconsistent with), the respective contract terms and provisions.

Moreover, the fact that the alleged negligence BFS may be at issue, should be immaterial to a consideration of BFS's claims against its subcontractors for indemnity against liability for damages occasioned by those subcontractors' negligence. As noted more fully in Argument III, the court of appeals, in Concord and Cumberland, in addressing a contractual indemnity provision nearly identical to that at issue here, determined that the phrase, "to the extent caused...in whole or in any part by any negligent act or omission of the subcontractor," limits the subcontractor's obligation to indemnify to those damages caused by the subcontractor's own negligence. The Concord and Cumberland court, in

making its determination, cited the Minnesota Court of Appeals, which determined that a nearly identical clause, "... suggests a 'comparative negligence' construction under which each party is accountable 'to the extent' their negligence contributes to the injury". See Concord & Cumberland Horizontal Prop. Regime v. Concord & Cumberland, LLC, 424 S.C. 639, 652, 819 S.E.2d 166, 173 (Ct. App. 2018) (quoting Braegelmann v. Horizon Dev. Co., 371 N.W.2d 644, 646 (Minn. Ct. App. 1985))

ECC has offered no justification or citation of relevant authority in support of its argument that the heightened "clear and unequivocal" standard applies to the indemnity provision as set forth in the first paragraph of Section 5. BFS submits there is not such relevant authority, that the ECC contentions are without merit, and that its arguments should be rejected by this Court.

III. The Concord & Cumberland court affirmed the trial court's ruling which recognized the obligation of the indemnitor to indemnify its indemnitee/general contractor against liability for damages caused by the concurrent negligence of the subcontractor/indemnitor, notwithstanding the fact that the contractual indemnity provisions did not meet the heightened clear and unequivocal standard.

ECC urges this Court to ignore parts of the outcome and reasoning of Concord & Cumberland that are incompatible with its arguments but nonetheless are essential to this case: namely, that the Concord & Cumberland court (1) affirmed the trial court's holding, a holding that explicitly denied recovery for the general contractor's own negligence (finding that the relevant indemnity provision was not sufficiently clear and unequivocal), but still allowed the general contractor to recover (under the same indemnity provision), for the negligence of the subcontractor; and (2) explicitly articulated that recovery in contractual indemnity, instead of being completely denied to the general contractor, would be limited to the extent of the negligence cause by the subcontractor. Each of these points is examined further below.

In Concord & Cumberland, Superior was a general contractor who hired Muhler as its subcontractor. Concord & Cumberland Horizontal Prop. Regime v. Concord & Cumberland, LLC,

424 S.C. 639, 643, 819 S.E.2d 166, 168 (Ct. App. 2018). When Superior was sued by the Concord and Cumberland Horizontal Property Regime, it looked to Muhler for indemnification pursuant to their contract. See Id. at 645, 169. Superior claimed that the contractual provisions required Muhler to indemnify Superior, and that Superior's right to indemnity was comprehensive, and was not lessened by any concurrent negligence of or causation by Superior. Id. Muhler countered that the relevant contract provisions did not require it to indemnify Superior for Superior's "own wrong-doing." Id. The trial court found, and the court of appeals agreed, that in order for Superior to prevail on a claim seeking contractual indemnity *for its own negligence* (as opposed to indemnity for the negligence of its subcontractor), it was required to show that the contract language granting that right was set forth in "clear and unequivocal" terms. Id. Further, the court of appeals found that this heightened standard applied regardless of whether Superior was seeking indemnification for its own sole negligence or for its own concurrent negligence. Id. at 646, 170. Notably, the court of appeals in Concord & Cumberland did not hold that the heightened standard applied to Superior's claim seeking indemnification for the subcontractor Muhler's sole or concurrent negligence. Id. Because the court of appeals found that the language in Superior's contract did not meet the heightened standard, it held that the contract did not require Muhler to indemnify Superior for Superior's own negligence. Instead, the Court affirmed the trial court's decision that *"limited indemnification to damages resulting from the work Muhler performed."* Id. at 645 (emphasis added), 657. Thus, despite overt representations by the general contractor that it was seeking indemnity for damages resulting from both its own negligence and the negligence of its subcontractor, the court of appeals in Concord & Cumberland affirmed the trial court ruling that allowed the general contractor to recover from its subcontractor for damages resulting from the work of the subcontractor.

The Concord & Cumberland court, in affirming the lower court's award of summary judgment, recognized that the indemnitee/general contractor Superior, had no claim in equitable indemnity due to its own partial negligence. Nonetheless, and specifically contrary to the representations of ECC in this matter, the Concord & Cumberland court, in construing an indemnity provision virtually identical to that at issue here, recognized that such provision authorized indemnity against a subcontractor's concurrent negligence, notwithstanding the admitted concurrent negligence of the general contractor, and despite determining that the relevant contractual indemnification provision was not set forth in sufficiently clear and unequivocal terms.

The statement of the Concord & Cumberland court, in affirming the lower court, is particularly relevant to the issue at bar:

> "Specifically, we agree with the *Muatz* and *Bragelmann* courts that the phrase 'to the extent caused in whole or in part by any negligent act or omission of [Meuller]' limits Meuller's obligation to indemnify to damages and losses but only to the extent they were caused by the negligence of Meuller and its subcontractors. Meuller's indemnity obligation extends to losses Meuller only causes in part, but does not clearly and unequivocally require Meuller to indemnify for the negligence of others that contributed to the same loss."(emphasis added)

Concord & Cumberland Horizontal Prop. Regime v. Concord & Cumberland, LLC, 424 S.C. 639, 652–53, 819 S.E.2d 166, 173–74 (Ct. App. 2018).

Here, the trial court erred by precluding BFS from proceeding to trial on its claims seeking contractual indemnity, from Respondent subcontractors, for liability or damage ultimately determined to have resulted from the Respondent subcontractors' negligence. The court of appeals, in affirming the trial court's erroneous determination, deviated from its own specifically relevant precedent, as well as from relevant and authoritative opinions of this Court.

CONCLUSION

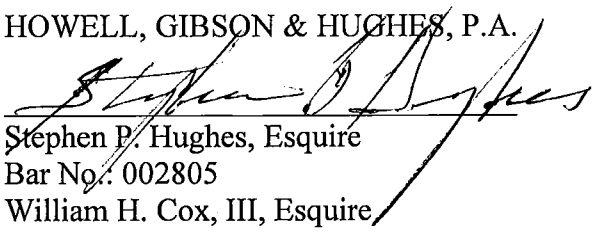
Contrary to the determination of the court of appeals, the Petitioner, Builders FirstSource, by the within action, sought recovery in indemnity only against liability occasioned by the negligence of its subcontractors. BFS claims were based upon the relevant indemnity provision of its subcontract agreement, by which its Respondent/Subcontractors agreed to indemnify BFS against liability or damage caused, in whole or in part, by the negligence of those Respondent/Subcontractors.

The court of appeals erred in determining that the BFS pleadings sought indemnity against damages occasioned by the negligence of the Petitioner, and in its failure to recognize that any such more expansive claims, even if asserted, also included claims for indemnity against liability occasioned by the negligence of those Subcontractor Respondents.

The court of appeals erred further in its application of the "clear and unequivocal" standard to the relevant contractual provision. The relevant indemnity provision should have been evaluated pursuant to the rules of construction for contracts generally and not the more heightened standard, which is applicable only to contractual provisions purportedly imposing an obligation to indemnify against the negligence of the indemnified party.

Equally importantly, regardless of whether the indemnity provision satisfies the heightened standard, BFS should have been allowed to proceed on its indemnification claims limited to any liability or damage determined to have resulted from the negligent acts or omissions of the Respondent Subcontractors.

HOWELL, GIBSON & HUGHES, P.A.



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