

PURCHASE ORDER v12

Prices, Payment and Risk of Loss

a.) Prices contained in Seller's published price lists, if any, are subject to change without notice. Prices in individual written quotations or proposals are firm only for a period of (30) days from the date of the quotation after which Customer should inquire of Seller as to their validity and request a written confirmation or revision. All prices are in United States dollars. Prices do not include taxes unless specifically included on the first page of this Purchase Order. Customer agrees to pay all applicable sales or other taxes levied with respect to product(s) (and re-placements) in the Purchase Order, unless exempt therefrom. Customer shall pay all government fees levied on the installation and inspection of the product(s). Customer shall pay upon receipt of all invoices rendered by Seller for any such items or amounts Seller may pay and for the product(s).

b.) Seller reserves the right to update or change any pricing discrepancies made by dealer.

c.) Customer is liable, at Seller's sole discretion, for increased prices to cover costs (plus reasonable overhead and profit) of design, materials, and manufacturing required by changes requested by Customer after the date of any quotation. The total cost on the first page does not include additional labor for product(s) being installed over RVs, campers, large obstacles, retaining walls, docks, decks, fences, etc. In such instances, Seller shall charge Customer, and Customer agrees to pay, for the additional labor costs (plus reasonable overhead and profit up to 20% of the additional labor costs).

d.) Customer expressly agrees that the product(s) shall remain property of Seller until payment is made in full.

e.) Seller hereby retains a purchase money security interest in the product(s) as set forth in Section 9 of the Uniform Commercial Code as enacted in the state where building is being installed. Failure to pay will result in repossession of unit, and Customer will remain liable for all damages sustained by Seller, including Seller's reasonable attorneys' fees under N.C. Gen. Stat. § 6-21.2 and court costs.

f.) Seller reserves the right to request a down payment from Customer prior to installing the product(s). Any remaining balance is to be paid in accordance with the payment terms outlined in this Purchase Order, to Seller by cashier's check, money order, Visa, Master Card, American Express, or Discover Card. NO PERSONAL CHECKS OR COMPANY CHECKS will be accepted. If Customer refuses, fails, or is unable to pay the balance or other charges allowed by this Purchase Order after the completion of the installation of the product(s), then Customer authorizes Seller to charge the remaining balance to the credit card, if any, on file for the Customer.

g.) Seller holds the right to make any exceptions to the above clause. If payment is made in check and the check is returned for insufficient funds, Customer will be responsible for additional expenses incurred by Seller as a result of the returned check. Seller reserves the right to charge additional fees as allowed by law for checks returned for insufficient funds. These fees include a \$35 service charge.

h.) Seller will not be responsible for down payment refunds. The independent dealer will have this responsibility if a refund is legally due.

i.) Seller reserves the right to cancel any order at anytime without liability to Customer.

j.) In addition to any non-refundable down payment made, a restock fee of 10% of the total cost or \$250, whichever is more, will be charged for Customer cancellations within 72 hours of installation date, or if the installation cannot be completed as scheduled due to the installation location being unprepared and/or unlevel, Customer has not obtained all required permits, or for any other reason that is not the fault of Seller.

k.) **Buyer agrees both the original dealer deposit and the required 60% deposit will cover materials, labor and other expenses the dealer and manufacturer may have incurred in the process of fabricating, delivering, selling and partially or fully installing said order or goods.**
DOWN PAYMENT NON-REFUNDABLE

i.) For all structures priced at \$5,000 or more, the following payment schedule applies: 60% of the total cost is due prior to scheduling, 20% is due prior to installation start, and the final 20% is due upon completion of the building. For all structures priced under \$5,000, 50% is due prior to scheduling and the remaining 50% is due upon completion. All payments must be made payable to CBS and given directly to the installation crew. Delivery.

a.) Shipping and installation dates are estimated based on Seller's present engineering and manufacturing capacity and scheduling, and may be revised by Seller upon receipt or scheduling of Customer's Purchase Order. Delivery dates may be rescheduled due to bad weather conditions, installer running behind, accidents, etc. Customer agrees to give Seller up to 3 installation attempts to deliver the product(s) before Customer may cancel this Purchase Order.

b.) Customer acknowledges and agrees that the delivery and installation of the product(s) is to be completed by an independent contractor company who is not an employee or agent of Seller. Customer acknowledges and agrees that Seller is not responsible for any damage that occurs to the product(s) or

any of Customer's property during installation, that is not the fault of Seller's active negligence.

c.) Customer agrees to maintain a safe location, and to warn the factory approved installer of any hidden dangers, for installation of the product(s). Customer acknowledges it is liable for any injuries or damages that may occur as a result of any unsafe conditions at the installation location.

d.) Seller reserves the right to use photos of installation taken by any party to this agreement and retains copyright use rights.

Workmanship Warranty.

a.) All product(s) have a 90-day installation workmanship warranty effective upon day of installation. After 90 days Seller will charge and Buyer will pay a labor fee, trip fee, and materials fee to inspect a product(s) in need of repair. Any installation concern must be reported within the 90-day window from the completion of installation in order to be eligible for the application of this warranty. Manufactured panels are warranted for 20 years assuming regular care and maintenance. Any manufactured panel concerns must be reported within the 20-year window in order to be eligible for application of this warranty. Seller is not liable for, and the warranty will not apply to, any damages as a result of any inclement weather, misuse of the product(s), unlevel lots, and customer modifications.

b.) Seller strongly recommends buildings with frame lengths longer than 30 foot to be vertical roofs to avoid possible leaks and or rust in between seams. Buildings purchased with a frame length of 31 foot or longer that do not have vertical roofs will forfeit the 20-year limited warranty on paneling except in states that allow delivery of seamless 36-foot paneling.

c.) Base Price reflects only roof & framing; sides, ends, etc. are optional features. Frames on all buildings are 1 foot shorter than roof length. Roofs have 6" overhang on front and back. Frame lengths are as follows: 21'=20' Frame, 26'=25' Frame, and so on. Cement pad to match frame length.

d.) In the event of supply disruptions, lack of materials, or as is otherwise necessary to provide the product(s) to Customer, Seller retains the right to make reasonable exchanges of components for the product(s).

e.) Customer acknowledges and agrees that any samples provided to Customer or viewed by Customer are approximate and that actual coloration of the product(s) may vary and may change over time and sun exposure. Customer acknowledges that Seller is not liable for color variations.

f.) Roll-up doors are sold as-is and carry no warranty, express or implied. Seller does not warrant roll-up doors, including door panels, tracks, springs, motors, or related hardware.

Warranty Disclaimer.

There are no warranties which extend beyond the description on the face hereof. The warranties in this Purchase Order are in lieu of all other warranties express or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose, which are expressly disclaimed. Customer must have original copy of this Purchase Order when making a warranty claim.

Limitation on Liability.

In no event will Seller be liable to Customer and/or any third parties for any incidental damages, consequential damages, special damages, exemplary damages, punitive damages, or labor charges, including without limitation lost revenues and profits, even if Customer has been advised of the possibility of such damages. Customer agrees that any damages it may obtain shall not exceed the cost, reflected on the first page of this Purchase Order, of the allegedly defective product(s) purchased herein. Warranty Limited to Original Customer. This limited warranty extends only to the original customer of the product(s), Customer, warranted by this Purchase Order. Customer must have original copy of this Purchase Order at time of claim. The limited warranty does not extend to transferee owners of the product(s).

Exclusions and Limitations.

Seller does not warrant any product(s) not installed and anchored by a factory-approved installer utilizing a factory approved anchoring system. Installation by anyone other than a factory approved installer utilizing a factory approved system will VOID the limited warranty included herein. Damages from improper anchoring, strong winds, snow or ice are not considered defects. Seller does not warrant or guarantee any product(s) in snow or ice to prevent collapse. Seller does not warrant any temporary anchoring systems (e.g. rebar) utilized by Customer, nor shall Seller be in any way responsible for damage caused by the use of such temporary anchoring systems. Additionally, Seller does not warrant any damages caused to product(s) resulting from earthquakes, mudslide, floods, subterranean earth movement, or any other movement of the structure from the original installation point. Structures intended for use as living quarters must be upgraded to Site-Specific with Risk Category II. Any residential use not meeting these requirements voids all applicable warranties. These structures are sold exclusively for non-residential, non-occupancy purposes. Customer acknowledges and agrees that any residential use or habitation of Risk I or Risk II units is expressly prohibited and voids any applicable warranties or claims of fitness for a particular purpose.

Modification of Structure Voids Warranty.

Any modification, addition, deletion, substitution, etc. to the structure without express written design approval by Seller will VOID the limited warranty included herein. Seller's product(s) are designed and specifically engineered to provide superior performance as manufactured.

Any changes to the design by Customer could compromise the structural integrity of the unit.

Customer Responsible for Locating Underground Utilities. It is Customer's responsibility to provide the factory approved independent contractor installers with the location of any underground cables, gas lines, or other utilities. This may include contacting the utility company to request that the locations of the underground utilities be marked. Seller is not responsible for any damage caused to underground utilities. Customer agrees to indemnify and hold harmless Seller from any liability, judgment, expenses, and costs, including attorneys' fees, for such damages. Customer is responsible for obtaining any and all building permits and other permits and permissions as needed for installation and providing copies to the approved independent contractor installers.

Claims Procedure.

a.) In order for Customer to assert a warranty claim, under the limited warranty set forth herein, Customer must give Seller written notice (at Seller's address on the first page of this Purchase Order) that identifies the alleged defect, and the date when the defect was first noticed, such notice must be provided within the applicable time period of the limited warranty provided herein, and Customer must provide a copy of this Purchase Order with the written notice.

b.) Customer must provide Seller with a reasonable opportunity to inspect the claimed damage; Customer must not begin any repairs to the alleged damage prior to said inspection or Seller may, in its sole discretion, declare the terms of the limited warranty provided herein void. Seller may also request proof (e.g. photos or videos), if needed, via e-mail or mail before accepting a warranty claim or implementing any repairs.

Miscellaneous

a.) Customer and Seller agree that the laws of the State of North Carolina, without regard to its choice of law provisions, shall apply to the enforcement and interpretation of this Purchase Order.

b.) Customer and Seller agree that any claims related to this Purchase Order or the product(s) shall be litigated solely and exclusively in the State Courts of North Carolina sitting in the County of Surry.

c.) Customer agrees that Customer is subject to the personal jurisdiction of the State of North Carolina and waives any argument to the contrary and agrees that North Carolina is a convenient forum for any such litigation.

d.) Customer agrees that this Purchase Order is an evidence of indebtedness by Customer and that if Seller has to take legal action to recoup any amounts owed under this Purchase Order, then Seller is entitled to recover its reasonable attorneys' fees under N.C. Gen. Stat. § 6-21.2.

e.) Customer and Seller agree that this Purchase Order constitutes the entire, complete, and integrated agreement between Customer and Seller and that there are no other warranties, representations, inducements, terms, or agreements beyond what appear in this Purchase Order. Customer specifically acknowledges and agrees that any statements or representations made by an authorized dealer are not binding upon Seller, and that the terms and conditions of this Purchase Order prevail over any representations and/or statements, whether oral or in writing, made by an authorized dealer.

f.) Seller's failure to exercise, in whole or in part, or delay in the exercising any rights hereunder, shall not preclude Seller's future exercise of the same right or any other right under the Purchase Order. Any waivers of a right must be in a writing signed by Seller to be effective.

g.) Customer warrants and represents that it has the unqualified right to enter into this Purchase Order and that it has the right and ability to perform all obligations under the Purchase Order. Any individual signing on Customer's behalf warrants and represents that he or she has the authority to do so on behalf of Customer, that he or she has received a copy of this Purchase Order, and that he or she agrees to all the terms and conditions contained herein and binds Customer to this Purchase Order.

h.) Customer acknowledges and agrees that if Customer breaches this Purchase Order, then Customer is liable to Seller for Seller's actual damages, consequential damages, incidental damages, punitive damages, interest, and attorneys' fees and costs.

i.) Seller's decision to enter into this Purchase Order is expressly conditioned upon Customer agreeing to and adhering to the terms of this Purchase Order. Any additional or different terms or conditions proffered by Customer are rejected.

I have read and completely understand the above terms and give my approval of installation of the product(s) as described on the first page of this document.

ALL TERMS IN THIS PURCHASE AGREEMENT AGREED TO BY CUSTOMER:

CUSTOMER SIGNATURE

DATE

Purchase Order Accepted by Seller:

SELLER SIGNATURE

DATE