

## TERMS, CONDITIONS AND WARRANTIES

**No Agency:** The dealer responsible for placing this order is not an agent of R&B Metal Structures, Inc. ("Seller"). The dealer is solely granted the express and limited authority to collect the deposit on any purchased structure. Seller has the right to correct any errors made by individual dealers concerning pricing or taxes. No agreements, representations, warranties, or communications, whether oral or written, made by the dealer shall be binding upon Seller unless said agreement, representation or warranty is in writing and signed by Seller. **Refund policies of deposits are at the sole discretion of the dealer.**

**Acceptance\Rejection of Order and Cancellation of Contract:** All orders are subject to approval by Seller before they become a binding contract. Upon approval, Buyer may request an invoice number within 48 hours of Seller's receipt of said order. At any time prior to the installation of the structure, Seller expressly reserves the right to reject this contract by written notice to the Buyer. Upon giving such notice, Seller will refund any deposit received from buyer. Buyer agrees that such refund shall be the buyer's sole and exclusive remedy for any alleged damages resulting from such cancellation. The buyer hereby expressly waives, surrenders, and relinquishes any and all claims, affirmative defenses and equitable defenses resulting from the cancellation of this contract prior to installation of the structure. In the event buyer cancels this contract prior to installation, buyer expressly consents to the forfeiture of their deposit and/or additional payments to be retained by Seller as liquidated damages for buyer's termination of this contract. This provision shall be in addition to any legal or equitable right the Seller may have for a breach of this agreement by Buyer and shall not serve as a waiver or be the exclusive remedy of Seller upon a breach by Buyer.

**Buyer's Responsibilities and Indemnification:** Prior to installation of the structure, buyer shall obtain all relevant, necessary and required permits or other authorization required by local, state or federal agencies and the approval of any homeowner's association for the lawful erection of the structure on the site designated by the buyer. If the buyer fails to obtain any necessary or required permit/authorization, said failure voids any and all warranties otherwise applicable to the structure. Seller will only furnish the goods to the buyer, seller will not install the goods or otherwise fabricate them into, or consume them in the performance of the work of a contractor. A third party contractor shall install the structure on the site designated by the buyer upon the property specified on the face of this contract. However, should the Contractor deliver the unassembled structure and installation is not completed due to the buyer's failure to comply with this contract or by failure to prepare the site, Seller may, in its sole discretion, terminate this contract and retain the buyer's deposit as liquidated damages for the buyer's breach. Buyer shall fully defend, indemnify and hold Seller harmless from and against, any and all liquidated or actual damages, including but not limited to Seller's reasonable and necessary attorneys' fees, resulting from a failure to obtain all relevant, necessary and required permits or other authorization required by local, state or federal agencies and the approval of any homeowner's association for the lawful erection of the structure on the site designated by the buyer.

**Site Preparation:** Buyer expressly acknowledges and agrees to comply with Seller's site preparation requirements. Seller's requirements are as follows: a) the site for the structure must be level; b) the

buyer must remove all electrical wires located less than ten (10) feet above the intended height of the structure; c) the buyer must remove all underground utility lines within the structure site; d) the buyer must mark all underground utility lines within twenty (20) feet of the structure's intended footprint. In addition to the site preparation requirements, buyer agrees to provide a clear right of way and an unimpeded work space for the erection of the structure. Seller may, in its sole discretion, determine that the site is not properly prepared or is unsafe for erection of the structure. Upon a determination that the site is not suitable to begin erection of the structure, Seller reserves the right to terminate this contract. In the alternative, buyer gives Seller the authority to make improvements reasonably necessary for the erection of the structure. Any work done by the Seller to finish site preparation shall be completed at a pre-negotiated rate, determined by an authorized representative of Seller. Buildings installed, at the insistence of the buyer, on unlevel, temporary or makeshift foundations shall void any and all warranties and be accepted AS IS by buyer.

**Scheduling Delivery and Installation:** Seller will make a good faith effort to deliver and erect the structure within sixty (60) days of Seller's execution of this contract and will notify buyer five to ten (5-10) days prior to delivery. Any special delivery requests of the buyer must be presented to the Seller in writing before the erection of the structure has been scheduled.

**Change Orders:** No change, modification, or alteration in the structure or its specifications are binding upon Seller unless said change, modification or alteration is requested by the buyer by written change order which has been approved by Seller. Buyer hereby expressly consents to the change in price which may result from any approved change, modification or alteration.

**Warranty:** Visit [www.randbmetalstructures.com/warranty](http://www.randbmetalstructures.com/warranty) for more information

**Payment Terms:** Buyer agrees to pay the totals set forth in this PO in full at the time of installation, including any increase due to buyer's change orders. If any payment made by buyer is dishonored for any reason, the remaining unpaid balance on the structure shall bear interest at the rate of one and one-half (1.5%) percent per month until paid in full. In the alternative, and at Seller's sole discretion, failure to pay the totals set forth in this PO in full for any reason may result in the removal of the structure from the buyer's possession and forfeiture of the buyer's deposit as liquidated damages. Upon a failure of the buyer to pay for the structure in full, buyer gives their express permission for Seller to enter onto the buyer's premises for the sole purpose of removing the structure. All payments, less and except the deposit, are to be made directly to Seller and not to the dealer. Buyer shall not pay Dealer an amount exceeding the required down payment. In the event the buyer pays the dealer an amount above the required down payment, the buyer does so at their own risk. Buyer agrees to forever release and relinquish any claims against Seller resulting from amounts paid to the dealer exceeding the required down payment. All fees, cost, and other charges for installation and/or delivery are due and payable directly to the installer in accordance with its terms and conditions.

**Attorney's Fees:** In the event Seller must retain an attorney at law to enforce any of the terms and conditions of this Contract, Seller shall be entitled to recover costs and expenses actually incurred, including reasonable attorney's fees.

**Check Policy:** If a check written by buyer is returned due to insufficient funds, buyer will be

assessed a processing fee as allowed by law, which shall be no less than twenty dollars (\$20.00).

**Severability:** The invalidity or unenforceability of any particular provision of this contract shall not affect any other provision hereof, and this contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**Waivers:** No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as provided herein. The parties hereto further agree that the provisions of this paragraph may not be waived except in accordance herewith. The failure of any party hereto to exercise or otherwise act with respect to any of such party's rights hereunder in the event of a breach of any of the terms or conditions of this Agreement by any other party shall not be construed as a waiver of such breach, nor thereafter prevent such party from enforcing strict compliance with any and all of the terms and conditions of this Agreement.

**Governing Rules and Laws:** It is the intention of the parties hereto that this Agreement and the performance hereunder be construed in accordance with and under and pursuant to the laws of the State of Georgia and that in any action, special proceedings or other proceedings that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Georgia shall be applicable and shall govern to the exclusion of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Authority:** Each person executing or attesting this Agreement warrants and represents that they are fully authorized to do so. Each person also stipulates that they have been afforded an adequate opportunity to review this Agreement and that all signatures are given knowingly, voluntarily, and with full awareness of the terms contained herein.

**Electronic Signature:**

Each party agrees that Agreements, along with any other documents to be delivered in connection with any order, change order(s) or order modification(s), may be executed by electronic signature, and that any such electronic signature(s) appearing on any such documents, copies or facsimiles connected to the order shall have the same legal validity and enforceability as an "original" manually executed signature for the purposes of validity, enforceability, and admissibility to the fullest extent permitted by law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. Furthermore, by initial execution of any order placed and/or verbal or written acceptance of the delivery, construction or transfer of any physical good(s) provided by the Seller in execution of any order onto the personal property of, or in a any manner which legally transfers physical possession of such to the Buyer, both parties hereby explicitly waive any and all objections or claims to the contrary, in perpetuity.

**Complete Agreement:** This Agreement, along with any other such agreement(s) specific to any order, embody the entire agreement and understanding between the parties hereto with respect to the matters outlined by such Agreement(s). No warranties, representations or other statements made outside any written and executed agreements, either before, simultaneous with, or subsequent to this, or any attached Agreement(s), have been relied upon by either party, nor are any such warranties, representations or other statements binding upon either party unless agreed to in writing by both parties and executed in signature.