

PURCHASE ORDER

Toll Free (844)-308-9705 PO Box 1186 Toast, NC 27049 orders@fivestarmetalbuildings.com

CUSTOMER SIGNATURE:_

CUSTOMER INFORMATION ORDER DATE: NAME:							Authorized Five Star Metal Buildings Dealer		
INSTALL ADDRESS:								Dealei	
CITY:	STATE:					Dealer Nan	ne		
EMAIL:		COUNTY:				Sales Representative			
CELL:		PHONE:							
BUILDING TYPE						ROOF STYLE			
WIDTH	LENGTH		HEIGH	HT		FRAME GAUGE	☐ 14 Gauge	☐ 12 Gauge	
COLORS	Roof Sides & Ends				& Ends	Trim			
Is your surface level?	YES	NO R	Ready fo	or installat	tion?	YES NO	Electricity Available?	YES NO	
DESCRIPTION					QTY	PRICE	OFF LEVEL AND C	VEL, NO MORE THAN 3" LEAR OF OBSTACLES OR NOT BE INSTALED	
							Installation Surface?		
								RAME IS 1 FT. IAN ROOF LENGTH	
							TOTAL COST	INFORMATION	
							SUBTOTAL		
							TAX		
							TOTAL PRICE		
							DOWN PAYMENT		
							SERVICE FEE (Non-Taxed)		
							TOTAL DEPOSIT		
							LABOR FEE		
							BALANCE DUE		
PURCHASE AGREEMEN	IT (See revers	e for terms a	and cond	ditions)			PAYMENT	INFORMATION	
Five Star Metal Buildings, LLC (Hereto referred to 5SMB) reserves the right to correct any balance/pricing errors. 5SMB holds the right to repossess any buildings not paid in full upon installation. A labor charge will be added for any additional labor such as cutting posts to level carports, building over							REMAINING BALANCE CARD TRANSACTION POSE A 2.5 % PROCESSING FEE		
objects such as RV's and moving materials to remote locations, etc Customer is responsible for pulling any permits. Customer understands that all building frames are 1' shorter than roof lengths. By signing this agreement, customer understands and agrees with all terms and conditions found							OFFICE USE		
on both front and back of this document.				with all tel	rins and c	onaitions found	CREDIT CARD	MONEY ORDER	
CUSTOMER SIGNATURE				D	DATE:		CASHIER'S CHECK	OTHER	
With customer present at	time of installa	ation, custome	er will sig	gn below to	signify a	cceptance of unit as in	stalled.		

INSTALLER SIGNATURE:

DATE: _

PURCHASE AGREEMENT

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 Buyer should inquire of Seller as to their validity and request a written confirmation or revision. Prices do not include taxes. Buyer agrees to pay all applicable sales or other taxes levied with respect to Goods (and replacements) in the Agreement, unless exempt therefrom. All prices are in United States dollars. Buyer shall pay all government fees levied on the installation and inspection of the Goods. Buyer shall pay upon receipt of all invoices rendered by Seller for any such items Seller may pay and for the Goods. 5SMB reserves the right to update or change any pricing discrepancies made by dealer.
- b.) 5SMB will honor locked in prices for up to 90 days from original order date unless otherwise documented. Seller may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) of design, materials, and manufacturing required after that period.
- **b.1)** An additional labor charge will be added to orders for buildings being installed over RVs, Campers, Large Obstacles, Retaining Walls, Docks, Decks, Over Fences, etc. d.) Customer expressly agrees that the carport/garage/barn/etc.. shall remain property of 5SMB until payment is made in full.
- c.) 5SMB hereby retains a purchase money security interest in said building 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. This does not relieve the customer from liability for specific performance of the contract including legal fees and court costs, at the sellers expense
- d.) Balance due to be paid in FULL at time of completion of building, to 5SMB by Cashiers-check, Money Order, Visa, Master Card, American Express, or Discover Card. NO PERSONAL CHECKS OR COMPANY CHECKS will be accepted. **Remaining balance card transactions pose a 3% processing fee*
- e.) Any metal carport, garage, barn, commercial structure etc. exceeding a before tax total of Ten thousand dollars will be subjected to a collection of 50% at the time of scheduling; In the event the buyer cancels the order within any time after an installation date has been set, both the original dealer deposit and the additional 50% collected at the time of scheduling will be forfeited;
- f.) Buyer agrees both the original dealer deposit and the additional 50% 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

g.) A restock fee of 5% or \$150 will be added for customer cancellations within 72 hours of installation date. Restock fees will also be applicable to unprepared and

h.) 5SMB reserves the right to cancel any order at anytime.

Delivery.

Shipping and installation dated are estimated based on Seller's present engineering and manufacturing capacity and scheduling, and may be revised by Seller upon receipt or scheduling of Buyer's order. All shipping dates are approximate and shall be computed from the date of entry of the order on Seller's books. All shipping orders or acceptance, letter of credit, down payment, and other conditions as specified in the Agreement, and of all drawings, information and approvals necessary to provide the Goods and to grant any credit proposed in the Agreement. Delivery dates may be rescheduled due to bad weather conditions, installer running behind, accidents, etc. Buyer agrees to give Seller up to (3) installation attempts to deliver said product.

**Lot must be LEVELED and CLEAR prior to installation or unit will be installed "as is" and will forfeit all warranties.3

Workmanship Warranty.

All buildings have a 365 day workmanship warranty effective upon day of installation (manufactured panels are warranted for 20 years assuming regular care and maintenance, - installation workmanship is warranted for 365 days - vertical roofs are warranted for 20 years). Any installation concern must be reported within 30 days beginning the date of installation. SSMB is not liable for any damages as a result of any inclement weather. Unleveled lots, and customer modifications will void said warranty. a.) SSMB 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 least light designed warranty on papeling exert in citates that allow delivery of year limited warranty on paneling except in states that allow delivery of seamless 36 foot paneling.

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.

Customer Responsible for Locating Underground Utilities.

Purchaser Agreement It is the responsibility of the customer 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. 5SMB is not responsible for any damage caused to underground utilities. Customer agrees to indemnify and hold harmless 5SMB from any liability and costs, including attorney fees, for such damages. Customer is responsible for obtaining building permits as needed for installation. Customer agrees to hold 5SMB harmless for violations of any city or county ordinance or code.

Warranty Disclaimer.

There are no warranties which extend beyond the description on the face hereof. The warranties in this agreement 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. Buyer must have original copy of this document at time of claim.

Limitation on Liability.

In no event will seller be liable to buyer and/ or any third parties for any incidental damages. Consequential damages, special damages, exemplary damages or labor charges, including without limitation lost revenues and profits, even if it has been advised of the possibility of such damages. Buyer must have original copy of this document at time of claim.

Warranty Limited to Original Purchaser.

This warranty extends only to the original purchaser of the product warranted by this document. Buyer must have original copy of this document at time of claim. Said warranty does not extend to transferee owners of the product.

Exclusions and Limitations.

5SMB does not warrant any products not installed and anchored by a factoryapproved installer utilizing a factory approved anchoring system. Installation by anyone other than a factory approved installer utilizing a factory approved system will VOID your warranty. Damages from improper anchoring, strong winds, snow or ice are not considered defects. 5SMB does not warrant or guarantee any product in snow or ice to prevent collapse. 5SMB does not warrant any temporary anchoring systems (e.g. rebar) utilized by the customer, nor shall 5SMB be in any way responsible for damage caused by the use of such temporary anchoring systems. Additionally, 5SMB does not warrant any damages caused to product resulting from or area movement of the structure from the original installation point.

Modification of Structure Voids Warranty.

Any modification, addition, deletion, substitution, etc. to the structure without express written design approval by 5SMB will VOID all warranties. Our products are designed and specifically engineered to provide superior performance as manufactured. Any changes to the design by the Buyer could compromise the structural integrity of the unit. Warranty will not be voided if electricity is wired to the unit for an electric garage door installed within the unit. Additionally, warranty will not be voided for appropriately/professionally installed lighting fixtures.

Claims Procedure.

a.) 5SMB must have a reasonable opportunity to inspect the claim and not begin any repairs prior to said inspection or the terms of the warranty could be voided. 5SMB holds the right to require proof (e.g. photos), if needed, via e-mail or mail before writing up any repairs and/or claim. b.) Any claims beyond this document involving litigation or arbitration will be disputed in the Surry County District Court

I have read and completely understand the above terms and give my approval of installation of the unit as described on the front page of this document. ALL TERMS ABOVE AGREED TO BY CUSTOMER.								
CUSTOMER SIGNATURE	DATE:							

Ground Level Disclaimer

Five Star Metal Buildings appreciates your business.

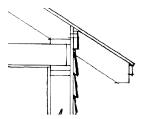
Nonetheless, it is crucial that your ground be within 3-4 inches level before your unit can be installed. We recommend you get it professionally done. If this or any of the following criteria are not met, our Installer's will not be able to install your building. Please contact one of our Customer Service Agents if you have any questions.



No Installs on Un-level Land



Your House Interferes with Unit



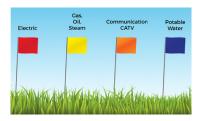
Wall Installation - Fees Apply



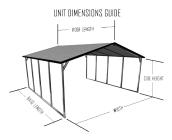
Within 10 ft above the Unit Leg Height



Underground Utilities Must Be Marked



3-4 ft of Clearance around the Unit



On Side Entry Units, the Ground must be level. If it is not, there will be an open space under one of the door corners. The building cannot be adjusted due to un-level ground.





This is a normal Truck and Trailer (55-60 ft in Length) that a Crew will be using to bring your building to the site. Do you have room for them to reach job site, unlead and turn around? Is there a steep hill or sharp curve they will have to attempt to climb that could hinder their progress?

By signing below, the Buyer indicated that the ground is level and acknowledges, installation crew is unable to install the structure due to an un-level foundation.

A return trip fee and a re-stocking fee will be added to the order.

SIGNATURE DATE

Thank you for you understanding and once again we appreciate your business.