

SAFEGUARD METAL BUILDINGS, INC.

17036 N-I35 Troy, TX 76579 Phone:855-857-5264 Fay: 252-412-1060

V2.2.3
SMB DEALER
DEALER PHONE
ORDERDATE

SAFEG	UAI	2D		Fax: 252-41	2-1060							ORE	DERDATE	
Customer Name: County						County:			\neg	Tax	(%			
Address:					City:		-1		Stat	te:		Zip:		
Install Address:					City:				Stat	te:		Zip:		
Phone Nos. Wo	rk:				Alt	7		Prir	mary					
Unit Size	Width	Roof Le	ngth He	ight Base	e Length	Gauge	T							
In Feet>>											All (Orders C.O	O.D.	
Carport Garage Utility										Price				
Pavilion Barn		N REC	BULAR		BC	OXED		VERTI	CAL					
Item	Qty	1		Description	on		Unit Price	Extend	led	Tax				
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		1									Subtotal			
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		+					+	 	\dashv	Balar	nce D	ue at Insta	allation	
		NOTE:	BASE FRAI	ME IS 1 FT SH	ORTER TH	IAN ROOF LI	ENGTH							
Installation Surface Cement			Ground		Asphalt	Other	Other							
mistandion surface			No		Site Read		Jobsite Level?							
Roof Color		163	1110				c. has the right to	correct an	У					
Sides / End Color							s do not include si							
Gable Color grading, and foundat								and						
Trim Color not prepared will be installed as is at t							is at the discretion	of our						
Comments: independent contract Job site must be level					vel. We will contact you 1-5 days before									
installation.						er en								
This purchase	e agreem	ent (the "Ag	reement") i			RCHASE CONT Safeguard M	7 TV 7 V 100 100 100 100 7.5 V	. ("SMB"), a	North (Caroli	na Co	rporation	and	
This purchase agreement (the "Agreement") is made by and between Safeguard Metal Buildings, Inc. ("SMB"), a North Carolina Corporation and (the "Buyer"). Buyer agrees, after being fully educated about SMB's														
various products, including the fourteen (14) gauge, twelve (12) gauge, non-certified and certified units, to buy, and SMB agrees to sell, pursuant to the terms listed in this Agreement described above. Buyer has read and understands the terms of this agreement,														
including the terms and conditions contained at the bottom of this document, which terms are expressly incorporated herein by														
		referen	ce, as well a	as any and all	relevant w	arranty inforr	mation and agrees to	o be bound	by sar	ne.				
Buyer is aware that installation site must be level Buyer is aware that installation site must											e no	obstructio	ns	
Buyer is responsible for all permits, site plans, and any						Buyer is aware that if a building permit is required, buyer must							ust	
other	approval	s before con	nmenceme	nt of construct	tion	ри	ırchase a certifiedur	nit						
Customer:					-	SBS:								
E-mail Address: _					-	Ву:		Author	rized D	ealer			_	

Terms, Conditions, and Warranties

- 1 SMB shall have the right to correct any errors made by any party in regard to pricing and/or sales tax.
- 2 Lot must be level prior to installation, otherwise unit may be installed 'as is' and any and all warranties will be void.
- 3 Buyer is aware of SMB's various products and warranties, without limitation the following:
 - a. Standard (Non-Certified) Units This unit is built according to the manufacturer's specifications and industry standards, but will not likely be available for a building permit in certain areas. Inquire for warranty information.
 - i. Standard Fourteen (14) Gauge Unit The fourteen (14) gauge unit references the tubing thickness used on the framing. Those units are constructed with 2 1/2" x 2 1/2" square tubing. Inquire for warranty information.
 - ii. Standard Twelve (12) Gauge Unit The twelve (12) gauge unit is constructed of more rigid 2 1/4" x 2 1/4" square tubing, which offers a higher tinsel strength and thickness of material. Inquire for warranty information.
 - b. Certified Units These units, available in fourteen (14) and twelve (12) gauge, are typically installed in areas that require building permits.

 Certified units are built according to engineer specifications and engineer blueprint/drawings.
 - c. Anchors All units are secured with anchors that pass through the base rail of the frame and into the ground (concrete, asphalt, etc.)

 The base rail is affixed only the installation surface with those anchors and the Buyer is aware of and understands and agrees that he/she may experience water leakage under the baserail.
 - i. Standard (Non-Certified) Units These units are anchored with rebar anchors for ground installation or concrete wedge anchors for concrete installations. The rebar anchors are thirty-two inches (32") long but may be shortened in length when installing on difficult terrain. Mobile home (auger type) anchors are available for non-certified units at a small additional charge.
 - ii. Certified Units ttt The standard anchor for this unit is the mobile home (auger type) anchor for ground installations. we utilize concrete anchors for concrete installations. There is an additional charge for installing mobile home (auger type) anchors on asphalt.
- Buyer is responsible for informing the Independent Installation Contractors of any underground cables, gas lines, utility hazards or relevant matters prior to commencement of installation. Buyer agrees to indemnify and hold SMB(the manufacturer) and the Dealer (seller) harmless for any damage done to sub-merged lines, pipes, cables, or other utility instrumentalities during installation.
- 5 Buyer shall be soley responsible for, and shall obtain, any and all necessary city, county, or state permits prior to commencement of installation. Buyer agrees to indemnify and hold SMB and the Dealer (seller) harmless for violation of any and all city and county ordinaces or codes and/or covenants, set-backs, and restrictions.
- 6 Payment Terms
 - a. Down Payment Buyer shall pay the SMB Authorized Dealer a 10%-15% deposit based on the retail (before tax) purchase price. They Buyer shall not pay the SMB Authorize Dealer an amount exceeding the above mentioned deposit. In the
 - b. event that Buyer pays and amount exceeding the above mentioned deposit, Buyer does so at his/her own risk, understanding that he/she is contractually obligated to remit the remaining ninety percent (90%) of the purchase price as set forth below.
 - c. Balance Buyer Shall pay the remaining balance of ninety percent (90%) to the installation crew on the date of installation. Payment may be made by check or money order to the crew. To pay the balance by credit card, call our office to process your payment toll free at 877-272-8276.
 - d. Excessive Down Payments If Buyer pays more than the required deposit/down payment, at the time of the sale, SMB must receive those excessive funds from the SMB Authorized Dealer prior to installation.
 - e. Refunds In the event Buyer cancels the order, Buyer will receive no refund of the down payment. There is specifically, threre are NO REFUNDS on special orders.
- If Buyer alters the unit in any manner, including without limitation any interior or exterior modifications, installing electric or plumbing to the unit, all warranties shall be immediately void.
- Buyer will pay an additional "labor charge" of not less that fifty dollars (\$50.00) in installers are required to dig, cut frame to level, transport materials more than fifty feet (50'), install on any wall or deck, or to install over any existing obstruction or structure. Buyer agrees to notify the SMB Authorized Dealer of any of these conditions at the time of the sale.
- 9 Buyer will pay a service charge of not less than 12% if installers cannot install the unit initially and the unit has to be reshipped due to any, but not limited to the following: customer error, unlevel installation site, concrete pad out of square, etc.
- 10 SMB and the SMB Authorized Dealer will not be liable to Buyer for punitive, indirect, incidental, special, or consequental damages resulting from any defect or deficiencies in accepted items. For more specific terms, please contact us.
- 11 SMB and the SMB Authorized Dealer are not responsible for changes in delivery dates caused by circumstances beyond our control (weather, equipment breakdown, etc.).
- The Agreement shall be interpreted and construed according to, and governed by, the laws of the State of North Carolina. the parties hereto: (i) consent to submit itself to the personal jurisdiction of any state of federal court sitting in the County of Surry, State of North Carolina, in any action or proceeding arising out of or relating to this Agreement, (ii) agree that all claims in respect of such action or proceeding may be heard and determined is such court, (iii) agree that they shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iv) agree not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of the other party with respect thereto.
- 13 The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, and supercedes all prior written or oral communications, representations and agreements relating to the subject matter of this agreement. The terms of this Agreement, save and except the price term in the event of a pricing error/change order, may be modified or amended by a written instrument executed by the parties hereto.
- 14 All units carry a 30 day workmanship warranty. Any issues with the workmanship should be reported to SMB Customer Service at 877-272-8276 as soon as discovered.