

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 - 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.
- 4 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 solely 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 ordinances 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 event that Buyer pays an 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.
 - b. 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.
 - c. 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.
 - d. Refunds - In the event Buyer cancels the order, Buyer will receive no refund of the down payment. There is specifically, there are NO REFUNDS on special orders.
- 7 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.
- 8 Buyer will pay an additional "labor charge" of not less than fifty dollars (\$50.00) if 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 consequential 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.).
- 12 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 or 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 in 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 waives 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.