

Order #

American Carports, Inc.

457 North Broadway Street • Joshua, TX 76058 — Corporate Headquarters 866-730-9865 • Fax this form to 817-484-2182 or 866-396-2057 Customer Service Issues: 866-730-9865, ext. 306



Dealer	n						Phone	,	Date
Buyer Name(s)									
Buyer Address									
Phone (Day)(Evening									
•			t from above					(00.1)_	
Description		Width	Roof Length	Frame Length	Leg Height	Gauge	Price	All Orders C.O.D.	Invoice No.
Options:	Пъ	aular.			Frame IIa	rizontal		C.O.D.	
		egular			-Frame Ho	nzontai		-	*For Office Use Only
		ertical Roof	Llaimht Ci		Il Vertical			Price	\$
	\equiv	Iditional Leg	Height Si	ze:				Tax Rate	
		ose Sides						Tax	\$
		ose Ends		, –	15 .			NOTE:	
	_	able Ends			Back			Orders will not be	
	Roll-Up Door Size:							processed if the Dealer collects	\$
	U Overhead Door Size: Walk-In Door Size:							more than 10% of sale price	
								10% Downpayment	
	H	ndow						Before Taxes	\$
	L An	chors LI	Mobile Home	e LIAspl	nalt LC	Concrete		-	
								Balance Due	•
								At Installation	\$
								·	
Color: R	oof	Side	S	Ends	Trim]	Site Level: Yes No	Electricity: Yes No
Ri			ical Style Or	nly):			Installation:	Ground Cement	Other (Specify)
2) Height is than the r3) The custo utilities.4) If there is 30 days.	are C.O.D measured roof and sic omer is res	payment of balar from the ground ding). ponsible for info screpancy over \$	to the sidewall norming the insta-	ot the peak. C llers of any ur any reserves t	On Standard an inderground cal	d A-Frame Ho	, or any other utilit	ty lines. We will not be responsible for	nd siding. (The base rail is 12 inches shor for any damages to unmarked or un-local Carports, Inc. will only honor the price
6) If any add7) If custom customer	ditions are ner wants i secure ins	made after the b nsurance on the urance coverage	building, it is cue for the building	leted, there wi istomer's sole	ill be a \$100.00 responsibility	to contact cu		e company to secure coverage. Americ	can Carports, Inc. highly recommends the
American orders, no	n Carports on-refunda	, Inc. does <u>NOT</u> ble.	install foundation	ons and all cos	ts associated v	with foundatio	ns shall be the sole	responsibility of the purchaser. There	ay require a foundation prior to installative will be a \$100 extra charge on any custon concrete, it is highly recommended the
concrete only the r anchors a reimbur; 10) American	anchors be rebar ancho are installe se the cust n Carports	utilized. Rebar ors provided with d. In some case omer for the mo , Inc. has a selec	anchors are des in the carport and es, it is not poss obile home anch t group of factor	igned for temp failure to util sible to instal nors that are y-trained insta	porary use only ize the proper lall of the monot used but tallers. The wa	y. American (anchoring me obile home an he customer our arranty will be	Carports, Inc. will a thod will void your nchors due to rockwill still be respon void if the unit is i	not be responsible for any damage to to warranty. The customer is responsible key or other ground conditions. In subble for the full price of the building installed by anyone other than our app	the structure if the customer chooses to to le for patching and repairing blacktop af such cases, American Carports, Inc. w ng. proved independent contractors.
installation 12) If you are 13) The quote ALANCES Comerican Carpalances. If you	on. If, upon e a tax-exer ed price abo DWING: ports, Inc. u choose to the Deale	n arrival, the insimpt purchaser, a ove does not inclu All unpaid balan reserves the right cancel the instater you paid it to.	tallers find the lo copy of your tax ide any extra task ces must be paid at to repossess the	ot in an unsuit a exemption co s or requests b in full at the to ne carport/gar ucture, Ameri	able condition ertificate must by the customer time of installar age and/or char ican Carports,	t, a \$100 return t be attached to Any such ado ation. If balan arge interest of Inc. is not res	n trip surcharge will be this original form ditional tasks or requires due and owing of 5% per annum of ponsible for returni	Il be added to the balance owed. . uests will require a separate quotation a are unpaid at the time of installation, or the maximum allowed by applicabl ing your 10% down payment. Upon ca	ion area is adequately prepared/cleared and approval by American Carports, Inc. you will be in default of this agreement le state law, whichever is lower, on unpancellation, you will be required to get y arport. Ownership remains with Ameri
		_						MENCEMENT OF ANY WORK, E	
								s contained on the reverse side of the Delivery & Setup.	is document. This contract is <u>NOT</u> fin
Customer Signa		cations MAY re	sult in an addit	ional charge.		Dealer Signati	ıre		

General Terms and Conditions of Sale

- Governing Law. The parties acknowledge that the transaction that is the subject matter of this contract bears a reasonable relation to the state of Ohio and agree that the law of the State of Ohio will govern their rights and duties. The parties specifically intend that the provisions of Chapter 1302 of the Ohio Uniform Commercial Code will control as to all aspects of this contract and its interpretation, and that all the definitions contained in it will be applicable to this contract except where the contract may expressly provide otherwise. THE COURTS OF OHIO SHALL HAVE EXCLUSIVE JURISDICTION OVER THE PARTIES AND THE CLAIMS ARISING UNDER OR RELATED TO THE AGREEMENT.
- Recovery of Attorney's Fees. To the extent otherwise permissible by law, American Carports, Inc. reserves the right to recover attorney's fees and reasonable expenses arising out of any cause of action for which American Carports, Inc. is successful and/or found least culpable
- Formation, Integration, Modification. The terms of this contract are intended by the parties as a final expression of their agreement with respect to these terms and also as a complete and exclusive statement of the terms. This agreement is a final, complete and exclusive statement of the Agreement of the parties. No modifications, limitations, waivers or discharge of the Agreement or any of its terms shall bind Seller unless in writing and signed by Seller's authorized employee at its home office. Notwithstanding anything to the contrary in this Agreement, no modifications, limitation, waiver, or discharge of any provision of the Agreement shall affect the Buyer's liabilities to Seller accrued prior thereto. Seller may correct unilaterally any mathematical and typographical errors in the Agreement. Typed provisions of the Agreement take precedence over printed provisions. A course of performance, course of dealing, or customs in the trade shall not constitute a modification or waiver by Seller of any right by Seller. The Agreement is only for the benefit of the parties, except all disclaimers and limitations applicable to Seller shall be for the benefit of Seller's agents, employees, contractors, and suppliers. If any provisions are determined to apply to third parties, all other provisions including limitations, waivers, and disclaimers shall also apply.

- 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 thirty (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 and Buyer shall pay all applicable sales or other taxes levied with respect to Goods (and replacements) applicable sales of other taxes levted 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 all invoices rendered by Seller for any such items Seller may pay and for the Goods. This Agreement is for the delivery and erection of fabricated metal structures and the Goods shall be delivered F.O.B. the Buyer's place of delivery. Risk of loss passes to the Buyer upon tender of the Goods to the buyer. Seller's breach of the Agreement shall not affect the presipne of the rick of loss to Buyer.
- of the Agreement shall not affect the passing of the risk of loss to Buyer notwithstanding any provision of law to the contrary. It is Buyer's responsibility to ensure that the building/carport is covered under Buyer's homeowner or other insurance.
- Seller may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) of design, materials, and manufacturing required by changes requested by Buyer after the date of any quotation.

 All amounts not paid to Seller when due shall incur a carrying charge of 5% per
- annum or the maximum allowed by applicable state law, whichever is lower. All amounts due on installation or other event which requires the action or
- cooperation of Buyer which Buyer fails to supply timely shall become due upon such failure.
- If payment is made by check and the check is returned NSF, Buyer 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 NSF. These fees may include a \$20 service charge.
- <u>Delivery.</u> 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 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 dates are further subject to Seller's prompt receipt from Buyer of a written purchase order 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

- Delay of Shipment or Performance Excused for Various Reasons.

 a. If shipment of any item or other performance by Seller is delayed at the request or due to the fault of the Buyer, the seller may at its option hold the item at the place of manufacture at the risk and expense of the Buyer from the time it is ready for shipment. In the event of any such delay in shipment, full and final payment for an item shall be due and payable thirty (30) days after the Buyer is notified that the item is ready for shipment. If the Seller is unwilling to accommodate the Buyer by holding such item, the Buyer shall accept shipment immediately.
- Dates for Seller's performance are estimates only. In addition, the Seller shall not be in default because of its delay or failure to deliver or perform resulting, in whole or in part, from: (i) any foreign or domestic embargoes, seizures, acts of God, insurrections, war, or the adoption or enactment of any law, ordinance, regulation, ruling or order, or, (ii) the lack of usual means of transportation, fires, floods, explosions, strikes or any other accidents, contingencies, or events, at the Seller's or its supplier's plant or elsewhere (whether or not beyond the Seller's control) which directly or indirectly interfere with, or render substantially more burdensome, Seller's production, deliver, or performance.

Inspection, Testing and Rejection.

- If the Agreement expressly provides for Buyer's inspection and/or acceptance of the Goods, Seller's standard test procedures conducted by Seller's representative shall be the criteria for inspection and/or acceptance, unless
- other specific procedures have been specified in the Agreement.

 All drawings, specifications, technical documentation, samples, prototypes and Goods shall be deemed approved and/or accepted by Buyer if Buyer does not provide a written objection and/or rejection within seven (7) days of receipt or other reasonable time established by Seller. Any objection and/or rejection by the Buyer must be in writing and state with specificity all defects and non-conformities upon which Buyer will rely to support its rejection. ALL DEFECTS AND NON-CONFORMITIES WHICH ARE NOT SO SPECIFIED ARE WAIVED.
- Customer Responsible for Locating Underground Utilities. It is the sole 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 underground utilities be marked. American Carports, Inc. is not responsible for any damage caused to underground utilities.

LIMITED WARRANTY

- 1. Limited Warranty. Seller warrants, for a period of 20 years from the date of completion of installation, against rust through on the framing only assuming normal user care and maintenance on 12 gauge material only. This warranty does NOT apply to 14 gauge materials. Seller warrants, for a period of 1 year from date of complete installation, against defects in workmanship assuming normal user care This warranty gives you specific legal rights. You also may and maintenance. have other rights, which may vary from state to state.
- 2. 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.
- 3. Remedy. Buyer agrees that its sole and exclusive remedy against seller will be limited to the repair and replacement of nonconforming goods at the warrantor's option, provided seller is notified in writing of any defect. However, warrantor will not elect refund unless it is unable to provide replacement, and repair is not commercially practicable and cannot be made within the time for performance. This exclusive remedy will not be deemed to have failed of its essential purpose so long as seller is willing and able to repair or replace the defective parts and, in any event, seller's liability for any damages due buyer will be limited to the purchase price of the goods. THIS PARAGRAPH STATES BUYER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.
- 4. Limitation on Liability. THE MAXIMUM LIABILITY, IF ANY, OF SELLER FOR ALL DAMAGES, INCLUDING WITHOUT LMITATION CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM SELLER'S BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, WITH RESPECT TO THE GOODS, OR ANY SERVICES IN CONNECTION WITH THE GOODS, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE GOODS. IN NO EVENT WILL SELLER BE LIABLE TO BUYER AND/OR ANY THIRD PARTIES FOR ANY INCIDENTAL CONSEQUENTIAL DAMAGES, DAMAGES. SPECIAL DAMAGES, EXEMPLARY DAMGAES OR LABOR CHARGES, INCLUDING WITHOUT LIMITATION LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE TERMS MAY NOT APPLY TO YOU.
- 5. Warranty Limited to Original Purchaser. This warranty extends only to the original purchaser of the product warranted by this document. Said warranty does not extend to transferee owners of the product.
- <u>6. Exclusions and Limitations.</u> American Carports does not warrant any products not installed and anchored by a factory-approved installer utilizing a factory approved anchoring system. Installation by other than a factory approved installer utilizing a factory approved anchoring system will VOID your warranty. Damages from improper anchoring, strong winds, snow or ice are not considered defects. American Carports does not warrant or guarantee any product in snow or ice under any circumstances. Buyer is responsible for removing accumulation of snow and ice to prevent collapse. American Carports does not warrant any temporary anchoring systems (e.g., rebar) utilized by the customer, nor shall American Carports be in any way responsible for damage caused by the use of such temporary anchoring systems. Additionally, American Carports does not warrant any damages caused to products resulting from or after movement of the structure from the original installation point.
- 7. Ceiling Fans Void Warranty. The installation of a ceiling fan anywhere on the structure, no matter how it is installed VOIDS all warranties. The structure is not designed for them and they should not be used.
- 8. Modification of Structure Voids Warranty. Any modification, addition, deletion, substitution, etc. to the structure without express written design approval by American Carports, Inc. will VOID the warranty. Our products are designed to specifically engineered to provide superior performance as manufactured. Any changes to the design by the Buyer could compromise the structural integrity of the unit.
- 9. Claims Procedure. Any claim under this warranty must be in writing and sent to American Carports, Inc., 200 Industrial Avenue, Box 910, Pioneer, OH 43554 and be received within 30 days of discovering claimed defect. This written notification must include a description of the defect, proof of purchase, and the address of the installed product. As American Carports must have a reasonable opportunity to inspect the claim, do not begin any repairs prior to said inspection or the terms of the warranty could be voided.