

NOTICE: SEE OTHER SIDE OF THIS DOCUMENT FOR ADDITIONAL TERMS AND CONDITIONS

General Terms and Conditions of Sale

Terms. The term ASC shall mean American Steel Carports, Inc. The term Buyer shall mean the customer listed on the front page of this Agreement.

Delivery & Installation. Shipping and Installation dates are estimated based on ASC's present manufacturing capacity and scheduling, and may be revised by ASC 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 ASC's books. All shipping dates are further subject to ASC'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. Before, during, and after the installation process, you agree to allow installers to photograph the site and installation. If needed, you agree to provide pictures in the case of repairs, red tags, and/or built overs. Leg height is measured from the ground to the sidewall not the peak. On Standard and A-Frame Horizontal models, the length measurement is for the roof and siding. (The base rail is 12 inches shorter than the roof and siding). American Steel Carports, Inc. does NOT install foundations and all costs associated with foundations shall be the sole responsibility of the purchaser as well as the design, size, and specifications other than the ones on ASC's engineering plan. The warranty will be void if the unit is installed by anyone other than our approved independent contractors. If the area is inadequate American Steel Carports, Inc. reserves the right to reject the order.

Insurance. If customer wants insurance on the building, it is customer's sole responsibility to contact customer's insurance company to secure coverage. ASC highly recommends that customer secure insurance coverage for the building. ASC does not insure the building once unloaded from delivery trucks.

Delay of Shipment or Performance Excused for Various Reasons.

*If shipment of any item or other performance by ASC is delayed at the request or due to the fault of the Buyer, ASC 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 ASC is unwilling to accommodate the Buyer by holding such item, the Buyer shall accept shipment immediately.

*Dates for ASC's performance are estimates only. In addition, ASC 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 ASC's or its supplier's plant or elsewhere (whether or not beyond ASC's control) which directly or indirectly interfere with, or render substantially more burdensome, ASC's production, deliver, or performance.

LIMITED WARRANTY

Limited Warranty. ASC warrants, for a period of 20 years from the date of completion of installation, against rust through on the framing assuming normal user care and maintenance on **12 gauge material only. This limited warranty does NOT apply to 14 GA. or any other materials.** ASC warrants, for a period of 1 year from date of complete installation, against defects in workmanship assuming normal user care and maintenance. Warranty does not cover roof leaks on horizontal units longer than 31 Ft. in length.

Warranty Disclaimer. THERE ARE NO WARRANTIES OTHER THAN THOSE DESCRIBED HEREIN. 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. IN THE EVENT ANY PARTICULAR STATE LIMITS DISCLAIMER OF WARRANTIES, THEN THIS DISCLAIMER SHALL BE AS BROAD AS ALLOWED BY THAT STATE'S LAW.

Remedy. Buyer agrees that its sole and exclusive remedy against ASC will be limited to the repair and replacement of nonconforming goods at ASC's option, provided ASC is notified in writing of any defect. However, ASC 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. This limitation of liability is a major inducement for ASC to enter into this agreement and ASC would not enter this Agreement but for this limitation.

Choice of Law. This Agreement is to be construed according to Texas law. In the event of a dispute arising out of this Agreement, Buyer waives the right to a jury trial and the parties agree to submit the dispute to binding arbitration pursuant to the American Arbitration Association Rules regarding construction disputes. In the event a lawsuit is filed in state or federal court, Buyer agrees to abate the proceedings until a final arbitration order is entered of record in the pending court.

Limitation on Liability. The maximum liability, if any, of ASC for any damages found against it is the face value of this Agreement. This cap on damages is regardless of whether the claim is based upon contract, tort, negligence, strict liability, or any other claim. ASC shall not be liable for consequential damages, special damages, punitive or exemplary damages, lost profits or any other amounts. In the event any state restricts the limitation of liability, then the maximum liability, if any, of ASC shall be limited to the minimum amount allowed by such state restriction.

Warranty Limited to Original Purchaser. This warranty extends only to the original purchaser of the product warranted by this document and is non-transferable.

Exclusions and Limitations. ACS does not warrant any products not installed and/or anchored by an ASC-approved installer utilizing a factory approved anchoring system. Installation by any other installer or process not approved by ASC in writing voids all warranties. This limited warranty does not include damages from improper anchoring, strong winds, snow or ice. ASC 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 and voiding of the warranty. ASC does not warrant any temporary anchoring systems (e.g. rebar) utilized by the customer, nor shall ASC be in any way responsible for damage caused by the use of such temporary anchoring systems. Moving products from the original installation point voids all warranties.

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.

Modification of Structure Voids Warranty. Any modification, addition, deletion substitution, etc., to the structure without written approval expressed by ASCI will VOID the warranty. ASCI products are specially engineered and designed as manufactured. Thus, any modification by the Buyer could compromise the structural integrity of the unit.

Claims Procedure. Any claim under this warranty must be in writing and sent to ASC, 457 N. Broadway St., PO Box 38, Joshua, TX 76058 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 Steel 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.

This agreement is subject to all the terms and conditions located on our website at www.AmericanSteelInc.com/po-termsandconditions and you agree that you have had the opportunity to read them and you agree to them. These terms and conditions are incorporated herein as though set forth in their entirety.