

Order Form V.5

Toll: 800.579.8589 Fax: 336.719.2091 Order submittal to orders@eaglecarports.com

AUTHOR	IZED DEALER		SHIP TO						
Dealer ID			Name						
Dealer Name			Install Address						
Phone Number			CityState				7ip Code		
Order Date									
BUILDIN	g Info	SIZE		Color			ANCHORING &	RATII	NG
ROOF STYLE				ROOF			INSTALLATION SURFACE		
BUILDING TYPE		1		SIDES/ENDS			GROUND ANCHOR	YES	NO
FRAMING GAUGE 14 Ga. 12 Ga.		WIDTH X	ENGTH X HEIGHT	TRIM			WIND/SNOW RATING		
LOT	MUST BE NO MORE	THAN 3" OFF-L	EVEL, AND CLEAR	OF OBSTA	CLES OR UNIT	MAY N	OT BE INSTALLED)	
	nay incur extra labor fees if			READY FOR INSTALLATION	N? YES	NO	IS YOUR SURFACE LEVEL?	YES	NO
because of un-level surfaces, or for building over obstacles. installation due to before mentioned circumstances could re				NOTE: FRAME IS 1FT. SHORTER THAN ROOF LENGTH		<u>H</u>	ELECTRICITY AVAILABLE?	YES	NO
QTY	DESCRIPTION				PRICE		TOTALS		
							Price		
							Tax +		
							%		
							SUBTOTAL		
							Down Payment -		
							%		
							EXTRA LABOR /		
							RESTOCK FEE +		
							EQUIP. FEE +		
							PERMIT FEE +		
							BALANCE DUE		
							DALANCE DUE		
							CARD BALANCE DUE %		
Dupeus	ord Approve						No Card Fee : CO, K	C NV O	′ TV
PURCHASER AGREEMENT V.5 (See reverse side for terms and conditions)							Office Use:	.3, IN I, Ur	ι, ι Λ
Eagle Carports, Inc. reserves the right to correct any balance/pricing errors. Eagle Carports, Inc. 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 objects such as RV's & moving materials to remote locations, etc Customer is responsible for pulling permits. Customer understands that all building frames are 1'shorter than roof lengths.							CREDIT CARD CASHIER'S CHECK	MONE OTHE	EY ORDER R
By signing the front a	Installer Signature:								
Custom - Cir	h		D.t.						
Customer Signature Date With customer present at time of installation, customer will sign below to signify acceptance of unit as installed.							Notes:		
			_						
Customer Signature			Date						

PURCHASER AGREEMENT V.5

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.
- b.) Eagle Carports, Inc. reserves the right to update or change any pricing discrepancies made by dealer.
- c.) 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. 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 Eagle Carports, Inc. until payment is made in full.
- e.) Eagle Carports, Inc. 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.
- f.) Balance due to be paid in FULL at time of completion of building, to Eagle Carports, Inc. by Cashiers-check. Money Order, Visa, Master Card, American Express, or Discover Card. NO PERSONAL CHECKS OR COMPANY CHECKS will be accepted.
- g.) Eagle Carports holds the right to make any exceptions to the above clause If payment is made in 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 change additional fees as allowed by law for checks returned NSF. These fees include a \$35 service charge.
- h.) Eagle Carports, Inc. will not be responsible for down payment refunds. The independent dealer will have this responsibility if a refund is legally due.
- i.) Eagle carports, Inc. reserves the right to cancel any order at anytime.
- j.) 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 unlevel sites.

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.

Workmanship Warranty. All buildings have a 90 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 90 days - vertical roofs are warranted for 20 years). Any installation concern must be reported within 30 days beginning the date of installation. Eagle Carports Inc. is not liable for any damages as a result of any inclement weather. Unlevel lots, and customer modifications will void said warranty.

a.) Eagle Carports, Inc. strongly recommends buildings longer than 31 foot to be vertical roofs to avoid possible leaks and or rust in between seams. Buildings purchased 32 foot or longer that do not have vertical roofs will forfeit the 20 year limited warranty on paneling.

b.) 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.

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. Eagles Carports, Inc. is not responsible for any damage caused to underground utilities. Customer agrees to indemnify and hold harmless Eagle Carports, Inc. from any liability and costs, including attorney fees, for such damages. Customer is responsible for obtaining building permits as needed for installation.

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. Eagle Carports, Inc. does not warrant any products not installed and anchored by a factory-approved 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. Eagle Carports, Inc. does not warrant or guarantee any product in snow or ice to prevent collapse. Eagle Carports, Inc. does not warrant any temporary anchoring systems (e.g. rebar) utilized by the customer, nor shall Eagle Carports, Inc. be in any way responsible for damage caused by the use of such temporary anchoring systems. Additionally, Eagle Carports, Inc. does not warrant any damages caused to product resulting from or a.er 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 Eagle Carports, Inc. 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.

Claims Procedure.

- a.) Eagle Carports, Inc. 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. Eagle Carports, Inc. 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: